

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

AMERICAN CORN GROWERS
ASSOCIATION,

Plaintiff,

v.

MONSANTO COMPANY,

Defendant.

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C.A. No. 07-100-SLR

**DECLARATION OF JOHN J. ROSENTHAL IN SUPPORT OF
MONSANTO'S MOTION TO DISMISS**

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783319 / 31255

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THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

AMERICAN CORN GROWERS
ASSOCIATION,

Plaintiff,

v.

MONSANTO COMPANY,

Defendant.

C.A. No. 07-100

**DECLARATION OF JOHN J. ROSENTHAL IN SUPPORT OF
MONSANTO'S MOTION TO DISMISS**

I, John Rosenthal, declare as follows:

1. I am a partner at Howrey LLP, counsel of record for defendant Monsanto Company.

2. In preparation of Monsanto's Motion to Dismiss, I have reviewed various public sources of information regarding the American Corn Growers Association ("ACGA"), including websites, ACGA's public available tax returns, and ACGA's Articles of Incorporation filed with the District of Columbia Regulatory Authority.

3. A true and correct copy of an August 31, 2005 article entitled "How Glyphosate Resistance Helps The Organic Movement," written by John Laumer, is attached hereto as Exhibit 1, and is available online at http://www.treehugger.com/files/2005/08/the_emergence_o.php. The article discusses how the increase glyphosate-tolerant weeds increases costs for non-organic farmers to grow their crops, which in turn benefits organic growers. Ex. 1.

4. A true and correct copy of the ActivistCash.com home page is attached hereto as Exhibit 2, and is available online at <http://www.activistcash.com/>. ActivistCash.com is a web site that provides “in-depth profiles of anti-consumer activist groups, along with information about the sources of their exorbitant funding.” Ex. 2.

5. ActivistCash.com maintains a profile on ACGA. A true and correct copy of ActivistCash.com’s overview of ACGA is attached hereto as Exhibit 3, and is available online at http://www.activistcash.com/organization_overview.cfm. The ActivistCash.com website portrays ACGA as an organization vehemently opposed to genetically modified crops. Ex. 3.

6. A true and correct copy of a February 14, 2002 article entitled “Of Biotech Effectiveness: Corn Growers Say Farmers Best Judges” is attached hereto as Exhibit 4, and is available online at http://southwestfarmpress.com/mag/farming_biotech_effectiveness.com. In the article,] NCGA criticizes a study published by the Institute for Agriculture and Trade Policy (IATP) that asserts that insect-resistant corn with the *Bacillus thuringiensis* (Bt) trait has hurt U.S. farm income. Ex. 4. NCGA executive vice president and CEO Rick Tolman said:

The IATP report immediately lacks credibility because it uses as its farmer organization spokesperson a representative of the American Corn Growers Association (ACGA). ACGA has much stronger ties to and support from the environmental extremists than they do from actual corn producers in the United States. They are not credible representatives for U.S. corn growers.

Id.

7. A true and correct copy of a June 9, 2000 article entitled “Truth Takes a Detour” is attached hereto as Exhibit 5, and is available online at http://www.consumerfreedom.com/news_detail.cfm?headline=306. The article states, “[t]he idea that ACGA is ‘neutral’ and not influenced by radical anti-choice environmentalists is anything but truthful. . . .” Ex. 5.

8. A true and correct copy of ACGA's August 26, 2001 letter to then-EPA Administrator Christine Todd Whitman is attached hereto as Exhibit 6, and is available online at http://www.non-gm-farmers.com/news_details.asp?ID=713. The President of ACGA sent this letter to Administrator Whitman requesting that the EPA deny re-registration for Bt Corn. Ex. 6. In this letter, ACGA states :

The impact that Bt (genetically engineered or GMO) corn is having on markets for U.S. corn is far from being neutral. Therefore, the ACGA cannot be neutral or silent on those issues. The biotech companies who put these GMO corn varieties on the market are indeed imposing a negative economic impact on the majority of farmers who choose not to plant such corn varieties. Consequently, the ACGA has very serious concerns about EPA's consideration of granting re-registration for Bt corn.

We urge you to seriously reconsider this decision until a comprehensive evaluation is conducted on the negative impacts that Bt varieties are having on markets for U.S. corn. One glaringly negative impact is the extremely low prices that farmers are receiving for corn at the farm level.

Id.

9. A true and correct copy of an August 1, 2000 article entitled "Inside the American Corn Growers Association" is attached hereto as Exhibit 7, and is available online at http://www.consumerfreedom.com/article_detail.cfm?article=63. The Center for Consumer Freedom wrote an exposé about ACGA and posted it on their website, ConsumerFreedom.com. Ex. 7. This article states discusses ACGA's mission and reports ACGA has connections to radical anti-GM organizations:

Founded in 1987 as a self-proclaimed alternative to the far larger National Corn Growers Association, ACGA appears to currently be focused on opposing all genetically engineered (GE) agriculture.

[...]

ACGA's "Farmer Choice" program is funded by several foundations which have a history of backing anti-GE environmental organizations, many of who, in addition to their other anti-GE activities, are members of the Bolinas Group. The [ACGA's Farmer Choice] program's ties dissolve any claims ACGA could make regarding its provision of "unbiased, honest and

objective" information, especially when considered in tandem with its sponsorship of the intensely anti-GE foods "CropChoice.com" website.

Id.

10. A true and correct copy of ActivistCash.com's analysis of ACGA's funding is attached hereto as Exhibit 8, and is available online at http://www.activistcash.com/organization_financials.cfm/oid/42. According to the ActivistCash.com website, ACGA received a grant from the John Merck Fund in 2002 for \$60,000. Ex. 8. ACGA received the grant with the objective "to reduce the number of planted acres of genetically engineered corn by providing objective information to farmers about the many uncertainties that growing such crops present." *Id.* Between 1999 and 2002, ACGA received \$280,000 in funding from the Merck Fund. *Id.*

11. A true and correct copy of The John Merck Fund's Program Overview web page is attached hereto as Exhibit 9, and is available online at <http://www.jmfund.org/program.html>. According to The Merck Fund's website, it gave out \$6.484 million in grants in 2006. Ex. 9. Fifty percent of its grants budget went to "environmental programs." *Id.*

12. A true and correct copy of The John Merck Fund's "Environment" web page is attached hereto as Exhibit 10, and is available online at <http://www.jmfund.org/environment.html>. Through its environmental grants, The Merck Fund supports programs that "educate the public, the media, farmers and policymakers about the health and environmental questions raised by genetically engineered food and agriculture." Ex. 10.

13. ACGA reportedly has received additional funding from FarmAid, totaling almost \$60,000 between 1995 and 2001. Ex. 8. A true and correct copy of FarmAid's "Genetic Engineering (GMOs)" web page is attached hereto as Exhibit 11, and is available online at <http://www.farmaid.org/site/PageServer?pagename=info>

facts genetic. FarmAid is vehemently opposed to genetically modified crops, calling them “a public health hazard,” which is “threatening farmers worldwide.” Ex. 11.

14. A true and correct copy of ACGA’s “About ACGA” web page is attached hereto as Exhibit 12, and is available online at <http://www.acga.org/about/default.htm>. ACGA uses the grants from various foundations to fund programs such as the ACGA’s Farmer’s Choice- Customer First program. Ex. 12. The Farmer’s Choice Program “educates” farmers about the dangers of growing genetically-modified crops and their potential impact on the marketability of the farmers crop. *Id.*

15. Attached hereto as Exhibit 13 is a true and accurate chart comparing the complaints filed in *Schoenbaum v. E.I. Dupont de NeMours and Co.*, No. 4:05-CV-01108-ERW (E.D.Mo. Filed Apr. 16, 2004), *Wade Farms et al. v. Monsanto*, No. 06-600-SLR (D.Del. Filed on Sept. 26, 2006), *Pullen Seeds and Soil v. Monsanto*, No. 06-599-SLR (D.Del. Filed on Sept. 26, 2006), and *American Corn Growers Ass’n v. Monsanto*, No. 07-100-SLR, (D.Del. Filed Feb. 21, 2007).

16. A true and correct copy of ActivistCash.com’s website detailing ACGA’s organizational connections is attached hereto as Exhibit 14, and is available online at http://www.activistcash.com/organization_connections.cfm/oid/42. According to ActivistCash.com, ACGA has connections to many organizations that are opposed to the use of genetically modified crops and non-organic herbicides. Ex. 13. These organizations include: the Organic Consumers Association, Center for Food Safety, Environmental Media Services, the Bolinas Group (a consortium of environmental and anti-technology groups), Greenpeace, and Natural Resources Defense Council. *Id.*

17. A true and correct copy of ACGA’s Board of Directors web page is attached hereto as Exhibit 15, and is available online at <http://www.acga.org/directors/default.htm>.

18. Over half of ACGA's Officers and Directors have executed Monsanto Technology Agreements. True and correct copies of executed Monsanto Technology Agreements for the following ACGA members are attached hereto as Exhibit 16.

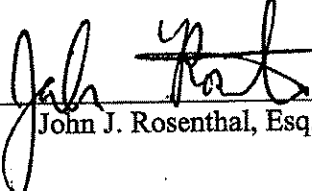
19. A true and correct copy of Monsanto's 2007 Technology Agreement is attached hereto as Exhibit 17. The Technology Agreement contains a Forum Selection Clause, which specifies:

THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI, (ANY LAWSUIT MUST BE FILED IN ST. LOUIS, MO) FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SEED OR THE MONSANTO TECHNOLOGIES, EXCEPT FOR COTTON-RELATED CLAIMS MADE BY GROWER.

Ex. 17 at p. 2.

20. A true and correct copy of ACGA's 2004 tax return is attached hereto as Exhibit 18. On its tax returns, ACGA reported to the Internal Revenue Service that its "primary exempt purpose" was "to promote alternate uses of corn and by products." Ex. 18.

I declare under the penalty of perjury according to the laws of the United States that the foregoing is true and correct to the best of my knowledge and belief. Executed on March 13, 2007.


John J. Rosenthal, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CERTIFICATE OF SERVICE

I, David E. Moore, hereby certify that on March 13, 2007, the attached document was hand delivered to the following persons and was electronically filed with the Clerk of the Court using CM/ECF which will send notification to the registered attorney(s) of record that the document has been filed and is available for viewing and downloading:

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EXHIBIT 1

How Glyphosate Resistance Helps The Organic Movement

by John Laumer, Philadelphia on 08.31.05
BUSINESS & POLITICS (news)

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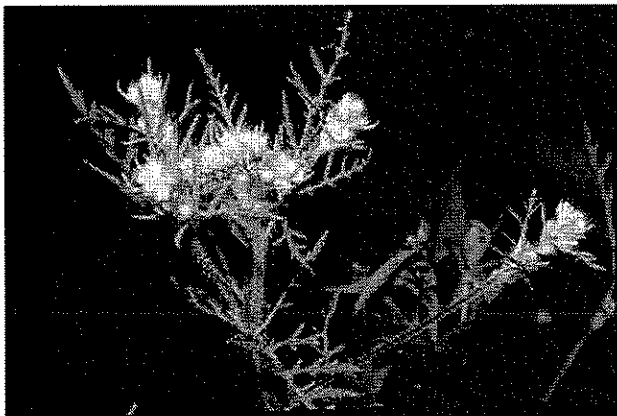
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The Roundup brand of glyphosate sold to consumers seems now to have an additional booster herbicide added. Check the weedkiller's label yourself next time you pop into a garden center. What may be an explanation for the changed formulation comes in the way of a research report published in the journal

[Outlooks on Pesticide Management](#), with this abstract: [GLYPHOSATE-RESISTANT WEEDS: CURRENT STATUS AND FUTURE OUTLOOK](#) Vijay K. Nandula, Krishna N. Reddy* 2Stephen O. Duke,3and Daniel H. Poston1 review the current situation

regarding the development of glyphosate resistant weeds following the increased cultivation of glyphosate-resistant crops and warn of a real loss in glyphosate efficacy if its uncontrolled use continues. TreeHugger is not a peer review type of publication, so we won't go into how many weeds are resistant, where, and it's significance. Take the link above if you want that information. But, we will give some thought to what it means to organic and locally grown foods.

There's no way that direct consumer useage has been a primary force in causing the evolved resistance of weeds. The big volumes of glyphosate go onto cash crops. Organic farmers don't, by definition, use glyphosate on their crops. Some locally grown food producers might use it..or might not, if they rely on hand weeding, torching, or "solarizing" instead.

At any rate, the obvious upshot, long term, is that glyphosate reliant food producers will have to spend more time and money to control weeds, while the organic producer's weed control costs will remain unaffected by the evolved glyposate resistance.

We could go on with analogies to other resistance build up examples, like DDT and penicillin, but those don't really seem to apply well, and the point stands on it's own. Organic farming just got a little help from the competition.

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I wonder if weeds will work up resistences to "safer" organic weed killers like the clove+vinegar-based BurnOutII I use on weeds in my yard (in its favor, it is FAR more effective at killing blackberries and morning glory than Roundup ever was). At least I can take solace in knowing that even if I drench weeds in the stuff, it won't stick around in my yard for months/years to come like Roundup apparently does (despite assurances from Monsanto that it degrades within a week)

===== author's response follows =====


not likely to evolve a resistance to vinegar unless it too gets massive use on cash crops=====

August 31, 2005 1:16 PM |  flag a problem

Chris says:

[jump back to top](#) 

Glyphosate is not the AI used in herbicides. While it is a very popular/well known herbicide (the ai in Roundup made by big bad evil Monsanto) there are plenty of other options that are comparable in price, but actually less good for the environment. Diquat based products for example, work just as well if not better - but carry with it increased environmental concerns (run off, toxicity etc.) - so while this may be a boost for organic farming in the short run, like any type of resistance development, it will not be so good for the environment as a whole.

August 31, 2005 1:59 PM |  flag a problem

Anonymous says:

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EXHIBIT 2

Headlines:**When Science And Activist Agendas Collide ...**

Activist Cash, ActivistCash.com, Activist Cash, ActivistCash.com, Activist Cash, ActivistCash.com, Activist Cash, ActivistCash.com, Activist Cash, ActivistCash.com

Activist Groups

- select an activist group -

Foundations

- select a foundation -

Celebrities

- select a celebrity -

Key Players

- select a key player -

ActivistCash.com **ABOUT US | SEARCH | SITE MAP**

ActivistCash.com, a project of the **Center for Consumer Freedom**, provides the public and media with in-depth profiles of anti-consumer activist groups, along with information about the sources of their exorbitant funding.

Despite their innocent-sounding names, many of these organizations are financial Goliaths that use junk science, intimidation tactics, and even threats of violence to push their radical agendas. We've analyzed over 500,000 pages of IRS records to bring you a comprehensive snapshot of where their money comes from, tracking more than \$800 million to date.

We also offer valuable information about hundreds of deep-pocketed foundations, activist celebrities, and other key players in the movement to control what you eat and drink. To stay in the loop, bookmark ActivistCash.com today and **join our e-mail list**.

New Stuff!

Biography: Bryan Pease

Update: Farm Sanctuary

New: Iowa Citizens for Community Improvement

Update: Humane Society of the United States

Biography: Dr. Jerry Vlasak

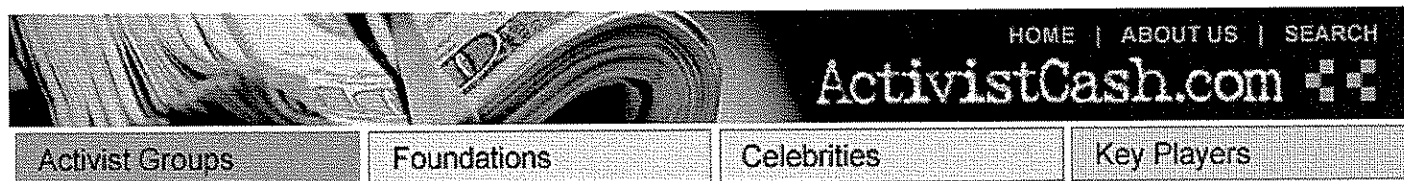
WALL STREET JOURNAL Dec. 13 2001

"... Thanks to a new web site called *ActivistCash.com*, the average U.S. citizen can finally get the lowdown on the financial and organizational operations of many major activist groups in this country."

ActivistCash.com is committed to 100 percent accuracy. Feel free to contact us with factual corrections and comments. The contents of this site are © 2007 the Center for Consumer Freedom. All rights reserved. Members of the press are invited to call 202-463-7112 ext 133 for comment. Please view our [privacy statement](#).

All financial information on this web site was gathered in accordance with the standards mandated by Section 6104 of the United States Internal Revenue Code and the Freedom of Information Act.

EXHIBIT 3



American Corn Growers Association

1730 M Street, NW, Suite 911, Washington, DC 20036

Phone 202-835-0023 | Fax 202-659-5760 | Email acga@acga.org



Profile:

American Corn Growers Association

Overview

With its all-American name, the American Corn Growers Association (ACGA) brings to mind visions of Heartland cornfields and a simple farm life straight out of Grant Wood's "American Gothic." But in reality, ACGA represents a farming style more Cuban than American.

Founded in 1987, ACGA masquerades as a representative of the United States's many traditional corn growers. But the ACGA is really an organization that promotes a radically anti-business view of agriculture. ACGA's president Keith Dittrich summarized the group's views well in September 1999, when he said, "The fact is that an unregulated free market does not work for -- nor does it exist -- in agriculture ... The only beneficiaries are the greedy multinational corporations."

ACGA hopes farmers and consumers will confuse it with the National Corn Growers Association (NCGA), the much larger mainstream organization that really represents corn growers. Unlike the ACGA, which has a Politburo-style structure in which the group's leaders issue position statements by fiat, the NCGA actually promotes policies set by its rank and file.

ACGA's real purpose is to promote organic corn and its producers, and to trash-talk genetically improved foods. Rather than concentrate on issues important to family farmers, ACGA's leaders and spokespeople travel around the world to work with Greenpeace, the fringe Natural Law Party (NLP), and other anti-food-technology organizations on activist campaigns targeting "corporate agriculture."

A group with a name similar to ACGA, the American Corn Growers Foundation, is also attached to the Association. While ACGA denies an official connection to the Foundation, the two groups share board members and a mailing address, and work together on a variety of projects. Money flows back and forth between the two groups as well.

ACGA and the Foundation are tied to most of the usual anti-capitalist suspects in the anti-genetic improvement movement (including the Campaign to Label GE Foods, the Center for Food Safety, Consumers Union, Environmental Media Services, Food First, Jeremy Rifkin's Foundation on Economic Trends, Friends of the Earth, Greenpeace, the Institute for Agriculture and Trade Policy, Maharishi University of Management, the Natural Law Party, the Organic Farming Research Organization, the Pesticide Action Network, the Sierra Club, and Union of Concerned Scientists) through the Bolinas Group, an informal consortium of environmental and anti-biotech organizations that helps fund ACGA.

But unlike Greenpeace and some of the other large Bolinas Group players in the anti-biotech movement, ACGA and the Foundation have carved out a unique niche: They take on genetic improvement from an economic perspective.

Their game plan is simple. First they convince as many farmers as possible that growing biotech corn will cut off a huge sector of the international market and that organic corn can be sold at a premium price. Then ACGA's leaders catch a flight to Europe to join Greenpeace, the NLP, and other activists in trying to convince farmers and governments

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American Corn Growers Association

there that biotech has failed in the U.S. and should be rejected on the Continent.

The groups do this through farmer "education." Through the "Farmer Choice-Customer First" project, paid for by environmental and anti-biotech groups, ACGA and the Foundation teach farmers how non-biotech corn can be marketed.

In December 2001, they conducted a survey as part of the project that claimed one-half of U.S. grain elevators required GMO and non-GMO grains be separated. This "representative" survey consisted entirely of ACGA members, and was obviously biased - kind of like asking members of a politician's family who they plan to vote for.

Both ACGA and the Foundation stay in the news by issuing press releases and booking interviews whenever any story even remotely related to biotech breaks. Many of these releases appear on CropChoice.com, a "news" site created by "organizations [that] have expressed disdain for genetically modified crops, and many have worked actively to implement legislation to ban or regulate the technologies," as *The Bangor Daily News* reported in May 2000.

Along with ACGA, the Institute for Agriculture and Trade Policy, the Organic Farmers Marketing Association, the Sierra Club, Greenpeace USA, Food First, Environmental Media Services, Northeast Organic Farming Association of New York, and the organic marketer-funded Center for Food Safety were among CropChoice.com's charter sponsors.

ACGA and the Foundation have blamed genetic improvement technology for everything from public health problems to trade imbalances. In December 2001, ACGA praised a report on Bt corn by Charles Benbrook published by the activist Institute for Agriculture and Trade Policy and Genetically Engineered Food Alert. ACGA said Benbrook had shown biotech to be a "triple negative for farmers -- lost corn exports, lower corn prices and less profit from Bt corn."

But the NCGA, which represents mainstream farmers, blasted the Benbrook report -- and ACGA. Said NCGA executive vice president and CEO Rick Tolman: "The IATP report immediately lacks credibility because they use as their farmer organization spokesperson a representative of the American Corn Growers Association (ACGA). ACGA has much stronger ties to and support from the environmental extremists than they do from actual corn producers in the U.S. They are not credible representatives for U.S. corn growers."

And what if the media and the public mistake ACGA's position for that of the far more reputable and representative NCGA? Well, these things happen.

Motivation

For a group representing an archaic form of agriculture, the motivation of the American Corn Growers Association (ACGA) is classically capitalist: to promote the business of its members. In that regard, ACGA functions almost as agents or a public relations firm for its handful of members.

ACGA's membership consists of farmers who have opted to never use genetic improvement technology. There are a few reasons why they make this seemingly irrational choice. For some it is a matter of personal political viewpoint, but for others it is a matter of economics.

With large farms offering safer, more abundant genetically improved grain products to a mass consumer market at the lowest prices, these ACGA farmers have decided to play to the small but wealthy group of organic consumers on the fringes of the marketplace, who will pay more for their non-GMO product.

But that market isn't growing fast enough for ACGA's taste. Like other "organic consumers" groups, ACGA smears the reputation of genetically improved products in an

effort to create a larger market share for organic.

It's therefore no surprise that organic marketers praise ACGA as an organization representative of American agriculture. In June 2000, the organic publication *Health Products Business* called ACGA "very mainstream" for demanding "mandatory labeling of all GMO-containing foods."

ACGA manages big influence for such a small organization. The group has actively lobbied for changes in the 2002 federal Farm Bill, seeking benefits for the small farms that make up ACGA. As part of the "National Farm Action Campaign" created in December 2001 (along with the Northern Plains Resource Council and other groups) ACGA has challenged the "competition title" for beef in the farm bill, something that has nothing to do with corn.

This confused many farmers, who were led to believe the legitimate and mainstream NCGA opposed it, which was not true. ACGA president Keith Dittrich was forced to clarify: "I want to set the record straight that the AMERICAN Corn Growers supports the initiative -- it was another corn grower organization [the NCGA] that didn't."

Blackeye

The ACGA has a history of profiting off confusion of its own making, especially exploiting the confusion between itself and the National Corn Growers Association (NCGA). The NCGA, which has about 10 times the membership of ACGA, represents mainstream farmers and is often diametrically opposed to ACGA on agriculture issues.

But ACGA thrives on confusion in other ways as well. In a December 1999 press release, ACGA claimed that the National Grain and Feed Association (NGFA) supported ACGA in calling for legislation that would allow a grain elevator to reject purchasing genetically improved crops. But NGFA had said no such thing, saying only that such an option could be adopted in areas where separation of GMO and non-GMO grain was under consideration.

This is a business and legal decision that country elevator managers need to make on their own based on their market area and the customers and buyers they serve, the NGFA responded, noting that NGFA supports biotechnology and other scientific and technological innovations that contribute to the availability of a safe, plentiful and high-quality food supply.

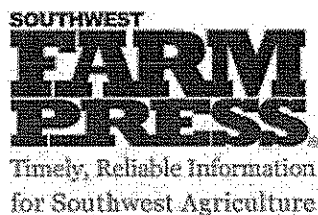
ACGA tried another bit of sleight-of-hand when dealing with the touchy case of Gary Goldberg, a former ACGA chief executive who was sentenced to five years probation in 2001 for attempting to purchase child pornography. Though ACGA very publicly accepted Goldberg's resignation, *The Tulsa World* reported that Goldberg continues to work as a grants administrator for the American Corn Growers Foundation.

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EXHIBIT 4

Home » Of biotech effectiveness: Corn Growers say farmers best judges

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Of biotech effectiveness: Corn Growers say farmers best judges

Feb 14, 2002 12:00 PM

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The National Corn Growers Association rejects the conclusion of an analysis released by Benbrook Consulting Services claiming that corn developed with *Bacillus thuringiensis* (Bt) has hurt rather than helped U.S. farm income.

Economics rule in corn production and U.S. growers wouldn't use a technology that doesn't give a positive return on investment, noted Leon Corzine, Assumption, Ill., farmer and chairman of the NCGA Biotech Working Group.

"U.S. corn producers are very attuned to costs and revenues and the bottom line. About 18 percent of corn farmers in the United States chose to plant Bt corn this past year," Corzine said. "It is ridiculous and downright insulting to assume that we would make that decision without having clearly weighed the costs and benefits."

NCGA has long stated that biotech hybrids are one tool that corn producers have at their disposal, Corzine continued.

"Individual farmers decide whether it makes sense in their operations," he said. "It is not appropriate nor effective in all corn production situations."

NCGA's "Know Before You Grow program", available at NCGA's Website, www.ncga.com, helps farmers decide whether to use biotech hybrids. NCGA supports the Insect Resistance Management (IRM) program to insure that Bt hybrids will retain their effectiveness in protecting corn from insects.

Corzine said much more credible studies of Bt corn show that it is very effective in areas of high corn borer population. Studies have shown that Bt hybrids enhance yield, reduce mycotoxin levels and reduce the use of pesticides.

One recent example of such research comes from a group of 22 scientists from USDA and Midwestern land grant universities who made the following statement in response to similar criticisms of Bt corn:

"The scientific community has examined the risks and benefits of Bt plants more than any other novel agricultural technology developed over the past two decades, as demonstrated by the vast body of literature, scientific discussions, and numerous public meetings facilitated by the EPA, the USDA, and the U.S. Food and Drug Administration on this subject.

"We find the evidence to date supports the appropriate use of Bt corn as one component in the economically and ecologically sound management of lepidopteran corn pests."

The report by Benbrook is part of a series published by the Institute for Agriculture and Trade Policy (IATP) and the Genetically Engineered Food Alert on issues related to biotechnology.

Rick Tolman, NCGA executive vice president and CEO, noted, "The IATP report immediately lacks credibility because it uses as its farmer organization spokesperson a representative of the American Corn Growers Association (ACGA). ACGA has much stronger ties to and support from the environmental extremists than they do from actual corn producers in the United States. They are not credible representatives for U.S. corn growers."

Concluded Corzine, "The bottom line is that if Bt corn were not economic and effective for those farmers who choose to buy it, it would not and will not survive in the marketplace. Farmers know what works for them and what will return net income to their operations. So far, Bt corn has proven its value in appropriate situations. As long as that continues, farmers will continue to use this tool."

For more information about NCGA and biotechnology, visit www.ncga.com.

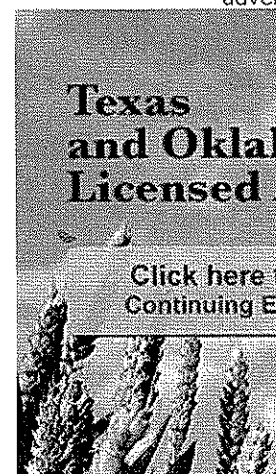
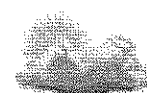
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June 9, 2000

Truth Takes A Detour

The anti-choice American Corn Growers Association (ACGA) continues to claim that farm and agricultural organizations are somehow misleading farmers by supporting genetically modified crops. ACGA CEO Gary Goldberg says, "The ACGA is neutral on the issue of GMOs. We only represent the interest of corn producers." The idea that ACGA is "neutral" and not influenced by radical anti-choice environmentalists is anything but truthful, as can be seen in our exclusive "Inside the American Corn Growers" expose.

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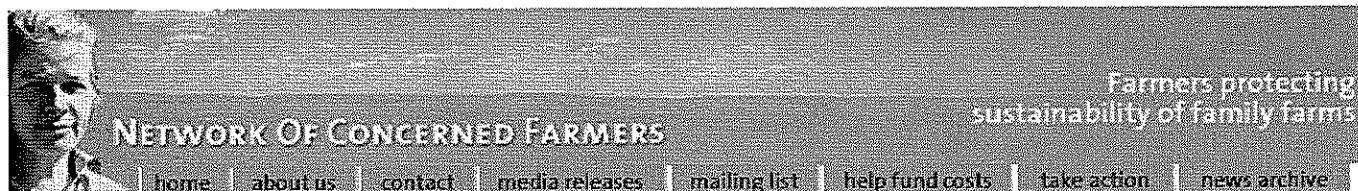
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Letter from the President of the American Corn Growers Association to EPA's Christine Todd Whitman regarding negative market impact to farmers from Bt Corn

August 26, 2001

Ms. Christine Todd Whitman, Administrator
 Public Information and Records Integrity Branch
 Information Resources and Services Division (7502C)
 Office of Pesticide Programs
 Environmental Protection Agency 1200 Pennsylvania Ave., NW
 Washington, DC 20460

Re: Docket OPP-00678B

Dear Ms. Christine Todd Whitman:

The policy of the American Corn Growers Association (ACGA) is that farmers should decide for themselves whether they want to plant genetically engineered Bt corn varieties or not. That farmer-choice, neutral policy, however, does not extend to encouraging biotech companies, other farmers, farm or commodity organizations or federal or state governments to promote or endorse policies that allow genetically engineered corn varieties to alter or modify the entire U.S. corn crop in the kind of out-of-control manner that exists today through pollen drift and seed contamination.

Negative market price impacts are not neutral issues. The impact that Bt (genetically engineered or GMO) corn is having on markets for U.S. corn is far from being neutral. Therefore, the ACGA cannot be neutral or silent on those issues. The biotech companies who put these GMO corn varieties on the market are indeed imposing a negative economic impact on the majority of farmers who choose not to plant such corn varieties. Consequently, the ACGA has very serious concerns about EPA's consideration of granting re-registration for Bt corn.

We urge you to seriously reconsider this decision until a comprehensive evaluation is conducted on the negative impacts that Bt varieties are having on markets for U.S. corn. One glaringly negative impact is the extremely low prices that farmers are receiving for corn at the farm level. The major issue of pollen drift and cross-pollination contamination of conventional (non-genetically engineered or non-GMO) corn fields by genetically engineered/GMO corn varieties (StarLink and other varieties) has already caused major global market disruptions for U.S. corn growers.

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Considering that 75 to 80 percent of the total U.S. corn crop in 2001 was planted to conventional (non-GMO) varieties, it is clear that current U.S. policy is allowing a minority portion of the crop (genetically engineered or GMO varieties) to jeopardize markets and prices for the total corn crop. That is unacceptable. It's also exactly the opposite of the professed "market-oriented" and "export-oriented" farm policy that the United States government tells farmers this country operates under. U.S. farmers are forced to live with that policy even though it is not delivering higher corn exports. Uncertainty about the marketability of genetically engineered corn varieties only exacerbates an already flawed farm policy.

The ACGA urges you to consider the following market impacts from Bt (GMO) corn:

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- Lost corn exports to the European Union: According to official USDA export and trade statistics, U.S. corn export quantity to the European Union has dropped from 2.778 MMT (million metric tons) in MY (marketing year) 1995/96 to the miniscule level of only 6,300 MT as of August 16, 2001 with only two weeks remaining in the current 2000/01 marketing year. Meanwhile, the European Union continues to import about 2.5 MMT of corn from U.S. competitors and non-U.S. origins. Had the U.S. even averaged only 1.5 MMT of corn exports to the European Union for each of these past four marketing years, that would have totaled 6 MMT (236 million bushels) more in exports and the same amount less in ending U.S. corn stocks. That excess inventory (corn not exported) has weighed over the market, holding corn prices down. Had those millions of U.S. corn bushels moved to the EU, U.S. corn prices to U.S. farmers would be considerably higher. Higher corn prices would have also reduced federal farm program costs. Conversely, federal farm program costs have reached record highs while corn prices received by farmers on August 24th as reported by USDA were as low as \$1.73/bu. in Iowa, \$1.70/bu. in Nebraska and \$1.59/bu. in South Dakota. These disastrously low corn prices are about \$1.50 per bushel below the national average cost of production for corn, also according to USDA data. Additionally, the intransigence of the U.S. government and some in the U.S. grain industry, on the issue of foreign countries and importers having the right to set their own policies on GMOs overall and on labeling policy, has provided an opening for our corn export competitors, such as China and Brazil, to expand their corn exports at our expense. This will have a long-term negative impact on U.S. corn farmers.

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- Lost U.S. corn exports to Asia: According to the USDA-Foreign Agricultural Service Weekly Export Sales Report, U.S. corn exports to Japan are 1,266,500 metric tons less than last year as of August 16, 2001. The same USDA-FAS report shows that Taiwan has imported 272,500 MT less U.S. corn than last year. That's a combined loss of 1.539 MMT (60,636,600 bushels) in U.S. corn exports compared to last marketing year as of 8/16/2001. That loss is largely a result of the StarLink problem in the marketplace combined with foreign market concerns about genetically engineered corn varieties in general.

- Market disruption from StarLink, pollen drift and

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contamination: The market disruption caused by StarLink corn, beginning last September, continues. It clearly demonstrates the pollen contamination problem inherent with genetically engineered corn. According to Neil Harl, noted Agricultural Economist at Iowa State University, corn pollen can drift up to five miles, which imposes the variety selection decision of the minority on the variety choice of the majority of farmers. Neither biotech seed companies nor farmers can control that problem. That fact alone negates the validity of the "buffer strip" concept, while enforceable, was supposedly intended to prevent pollen contamination of nearby cornfields where different corn varieties are being grown. The serious marketing problems caused by StarLink corn have demonstrated the difficulty faced by the U.S. grain-marketing infrastructure in segregating and marketing conventional corn that is not contaminated, to one degree or another, by genetically engineered corn. It causes the need for expensive testing, separate storage and transportation.

- Farmers harvesting what they didn't sow: Why should farmers be forced to test for GMO presence in their production when they did not plant such varieties at all? This is an even more serious economic issue for farmers that raise value-enhanced specialty corn varieties such as white corn, high oil corn and yellow corn varieties for human consumption. Those varieties lose their integrity and value to processors and customers, with whom farmers have contracted, to deliver specific intrinsic quality attributes. Why should these farmers lose their identity-preserved and value-enhanced markets because biotech companies convinced other farmers to plant GMOs? The problem also extends to organic corn and commodity production, the fastest growing sector in U.S. agriculture. How can the EPA possibly give its blessing, and that of the federal government, to an agenda that jeopardizes the economic interests of a majority of farmers and reduces the quantity and value of U.S. corn exports into the future? Why should any U.S. farmer face the potential for price discounts because another farmer, miles away, chose to plant genetically engineered corn varieties? The biotech companies and their promoters in the industry cannot answer these questions nor address these marketing problems in any satisfactory way.

- New rootworm and corn borer GMO varieties can create more problems: Agricultural news reports indicate that biotech companies are seeking approval and planning to introduce new corn varieties for this coming year that are genetically engineered to control rootworms and more Bt varieties to control European Corn Borer. The reports state that registrations for these varieties are not set for Europe, Japan or several other markets and that there will be "channeling" questions for next season. The article tells farmers "you'll want to be sure you know where that grain is headed when it leaves your farm". Just how are farmers going to control that situation given the pollen drift issue along with the segregation and commingling problems in the grain-marketing infrastructure? These varieties have very real potential to cause serious problems for all farmers.

- 2001 ACGA Farmer Survey shows U.S. corn growers concerned about consumer opinions: A June 2001 scientific, national survey of corn growers done by Robinson and Muenster Associates, Inc. of Sioux Falls, SD for the ACGA, found that 78% of farmers consider the concerns of U.S. consumers and foreign markets on the issue of GMOs as important when they decide whether or not to plant genetically

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modified corn varieties. 74% stated that the rejection of GMO corn and soybeans by foreign countries is contributing to low commodity prices. 78% of those farmers said they are willing to plant non-GMO corn varieties, instead of biotech GMO corn varieties, in order to keep customers satisfied and world markets open to U.S. corn. The results of this survey confirm that farmers are willing to do what it takes to keep their customers. However, they need public policies in place that help, rather than hinder, that effort.

· Scientist find molecular barrier capable of locking out foreign genes, was the headline in the 2/19/2001 Corn Issue of the High Plains Journal (page 7-A). It reports that a University of Wisconsin-Madison scientist, working with teosinte, a wild cousin of maize, has found a molecular barrier that, bred into modern hybrid corn, is capable of completely locking out foreign genes, including those from genetically modified corn. The article says this discovery is important because it means farmers will have access to a technology that can ensure the genetic integrity of their corn crop. "Governing the flow of genes between populations is what is at stake," says Jerry L. Kermicle, the UW-Madison professor of genetics, who discovered teosinte's genetic barrier. The article points out that, "Corn varieties of all kinds --- from organic to genetically engineered --- are prolific traffickers in genes. Cross-fertilization between strains occurs as gene-laden pollen is carried by bees or blown with the wind, from one field to another. The resulting contamination, especially from genetically modified corn, can ruin organic crops or make traditional hybrid corn worthless for export to countries where consumers are wary of the new technology." The article goes on stating, "The new discovery could permit American farmers to recapture those profitable markets in Europe and Asia by ensuring that organic or traditional hybrid corn is uncontaminated by genes from genetically modified crops". The EPA should encourage expanded, aggressive federal funding of this research or perhaps require that the biotech companies who introduce, promote and market Bt varieties to farmers, fund the public research on this type of new "genetic barrier" corn variety as a means to mitigate the economic damage their genetically engineered varieties have caused. The new "genetic barrier" varieties would remain totally public and be provided to all farmers at no charge. The expense would be born by the biotech companies, so farmers could block pollen contamination from Bt or other GMO varieties and maintain the integrity of their conventional, non-GMO corn. Finally the article points out, "The technology, according to Steve Gerrish, an agronomist and licensing associate with the Wisconsin Alumni Research Foundation, would have instant appeal to organic farmers and farmers whose corn or corn products might be marketed to countries that now bar imports of genetically modified grain." "This technology can potentially solve the problem of contamination of regular hybrid corn and organic hybrid corn by any genetically modified organism (GMO) during the growing season," says Gerrish. As a proactive, solution-oriented step, we urge EPA to promote more research funding so that this molecular barrier can be bred into modern hybrid corn. This kind of research should be a much higher priority for federal research dollars than spending those resources on behalf of the agenda of the biotech industry and the companies that only want to promote their higher priced, genetically engineered varieties and, in many cases, the increased sales of chemicals and herbicides that go hand-in-hand with them.

In conclusion, it is clear that the neutral position of the

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American Corn Growers Association only extends to giving farmers a choice in what corn varieties to plant. That neutrality does not extend to the serious economic issues of losing export markets, cross-pollination contamination, the burden of on-farm segregation or the increased cost of production and marketing brought on by genetically engineered Bt varieties.

Sincerely,
President
American Corn Growers Association

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EXHIBIT 7

The Center For Consumer Freedom

Promoting Personal Responsibility and Protecting Consumer Choice

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FOOD & DRINK
FOOD RADICALS
OBESITY DEBATE
ON THE FARM

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Posted On August 1, 2000

Inside the American Corn Growers Association

The American Corn Growers Association (ACGA) caught the media spotlight recently when it submitted comments to the United States Department of Agriculture's Advisory Committee on Agricultural Biotechnology. Founded in 1987 as a self-proclaimed alternative to the far larger National Corn Growers Association, ACGA appears to currently be focused on opposing all genetically engineered (GE) agriculture.

ACGA's recommendations to the USDA included government-mandated labels on all food items containing genetically modified ingredients, and financial incentives for farmers to plant non-GE crops. ACGA also asked the USDA to:

"Investigate the relationship between those commodity associations receiving corporate financial support from the biotechnology industry and their endorsement of genetically modified crops."

Birds of a Feather?

If any commodity group deserves a public inspection of the link between their political endorsements and their funding sources, it's ACGA. ACGA is a leading member of the "Bolin Group," a consortium of environmentalists which includes such anti-biotech opponents as Jeremy Rifkin, Friends of the Earth (FoE), Institute for Agriculture and Trade Policy (IATP), Campaign for Food Safety, Natural Resources Defense Council, Organic Consumers Association, and the Sierra Club. The Bolin Group advocates mandatory labeling of GE foods and the indefinite suspension of the introduction of further GE products.

ACGA says it gives farmers "unbiased, honest and objective information to assist them in making educated decisions" about genetically modified crops through its "Farmer Choice-Customer First" program. Interestingly, ACGA's "Farmer Choice" program is funded by several foundations which have a history of backing anti-GE environmental organizations, many of who, in addition to their other anti-GE activities, are members of the Bolin Group.

ACGA's Farmer Choice program counts among its



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Posted On: Thursday 1/18/2007

▼ **Food Wars: Episode II - Attack of the Clones**

Posted On: Tuesday 1/9/2007

▼ **Infected Lettuce? Blowhard Activists? Zap'em Both**

Posted On: Thursday 12/21/2006

▼ **Environmentalists Say: Let My People Go ... Hungry**

Posted On: Wednesday 11/29/2006

▼ **Divide Grows Between Biotech Reality and Activist Rhetoric**

Posted On: Thursday 10/19/2006

▼ **French Fried Reactionary Still Hurting Poor People**

Posted On: Thursday 9/7/2006

▼ **Activist Cornucopia Overflows With Bad Ideas**

Posted On: Tuesday 8/29/2006

▼ **Puffed Rice**

Posted On: Monday 8/21/2006

▼ **Threats To Biotech Food, French Al Otherwise**

Posted On: Tuesday 8/1/2006

Activist Cash

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Greenpeace

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Greenpeace founder, Patric Moore, has stated his former organization as anti-human, anti-technology, anti-science and basically anti-civilization.

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- ▶ [MercuryFacts.org](#)
- ▶ [PetaKillsAnimals.com](#)
- ▶ [PhysicianScam.com](#)
- ▶ [Trans-FatFacts.com](#)

supporters: John Merck Fund, which has given grants to FoE and IATP; HKH Foundation (Greenpeace, the Union of Concerned Scientists, and IATP); and the Bullitt Foundation (FoE, Sierra Club, and Environmental Defense). The program's ties dissolve any claims ACGA could make regarding its provision of "unbiased, honest and objective" information, especially when considered in tandem with its sponsorship of the intensely anti-GE foods "CropChoice.com" website.

ACGA's focus on labeling and banning GE foods marches them in an exact lockstep with the folks who pay the bills. A reasonable observer looking at ACGA's purpose, funding and policy positions could ask the USDA to:

"Investigate the relationship between a commodity association receiving financial support from the anti-biotechnology industry and its denunciation of genetically modified crops."

Conclusion

At least the many commodity groups who support biotech advances in agriculture can point to sound science, federal agency oversight, and positive sociological, economic, and environmental impact as the basis of their support. On the other hand, even though the ACGA is small, it lends anti-GE advocacy groups a false patina of legitimacy by playing the "farmer card" but only for a price.


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The Foundation on Economic Trends is a platform for the neo-Luddite intellectual guru Jeremy Rifkin. [read more here »](#)

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Genetically Altered Foods are the Key to Feeding an Increasingly Hungry World

To feed an ever expanding population, the world needs foods with genetically improved components, or famine will plague mass populations.

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EXHIBIT 8



American Corn Growers Association

1730 M Street, NW, Suite 911, Washington, DC 20036

Phone 202-835-0023 | Fax 202-659-5760 | Email acga@acga.org



Profile:

American Corn Growers Association

Financials

Finances

for tax year ending 12/31/2003

| | |
|-----------------------|--------------|
| Income | \$400,533.00 |
| Expenditures | \$385,148.00 |
| End-Of-Year Net Worth | \$30,348.00 |
| Tax Status | 501(c)3 |

Selected Grants

John Merck Fund

| | |
|----------------|---|
| Grant | \$50,000.00 in 1999 |
| Source | Foundation Annual Report |
| Details | To educate US farmers about marketplace responses to genetically engineered products so that they can make informed decisions about planting and processing these crops |

John Merck Fund

| | |
|----------------|--|
| Grant | \$60,000.00 in 2002 |
| Source | IRS Form 990 or 990-PF |
| Details | To reduce the number of planted acres of genetically engineered corn by providing objective information to farmers about the many uncertainties that growing such crops present. |

W.K. Kellogg Foundation

| | |
|----------------|---|
| Grant | \$50,000.00 in 2000 |
| Source | Foundation Annual Report |
| Details | Educate farmers and others on the issues related to genetically modified products and their markets |

Top Funders and Grantees

Funding From Foundations & Corporations

| | Total Donated | Time Frame |
|-----------------------------------|---------------|-------------|
| John Merck Fund | \$280,000.00 | 1999 - 2002 |
| Marisla Foundation | \$225,000.00 | 2002 - 2004 |
| W.K. Kellogg Foundation | \$150,000.00 | 1999 - 2001 |
| Educational Foundation of America | \$150,000.00 | 2000 - 2001 |

Overview

Officers & Other Supporters

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American Corn Growers Association Finances

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| | | |
|---------------------------------------|--------------|-------------|
| South Dakota Corn Utilization Council | \$130,000.00 | 1999 – 2000 |
| Farm Aid | \$59,500.00 | 1995 – 2001 |
| Energy Foundation | \$50,000.00 | 2001 – 2001 |
| Rockefeller Philanthropy Advisors | \$40,000.00 | 2000 – 2001 |
| Jessie Smith Noyes Foundation | \$25,000.00 | 2001 – 2002 |
| Greenville Foundation | \$25,000.00 | 2002 – 2002 |
| U.S. Environmental Protection Agency | \$20,000.00 | 1999 – 1999 |
| Harold K. Hochschild Foundation | \$20,000.00 | 1999 – 1999 |
| Starfire Fund | \$20,000.00 | 2000 – 2000 |
| Bullitt Foundation | \$15,000.00 | 1999 – 1999 |
| Whole Systems Foundation | \$7,000.00 | 2000 – 2002 |
| Common Counsel Foundation | \$7,000.00 | 2000 – 2000 |
| Acorn Foundation | \$7,000.00 | 2000 – 2000 |
| Newman's Own Foundation | \$5,000.00 | 2000 – 2000 |
| Sol Goldman Charitable Trust | \$5,000.00 | 1999 – 1999 |

Funding From Other**Activist Groups****Total Donated****Time Frame**

| | | |
|---------------------------|--------------|-------------|
| Edison Electric Institute | \$453,179.00 | 2001 – 2002 |
|---------------------------|--------------|-------------|

Foundations listed on ActivistCash.com may provide funding to a wider variety of nonprofit groups than those profiled here. This website focuses on activist groups that concentrate on food- and beverage-related issues.

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EXHIBIT 9

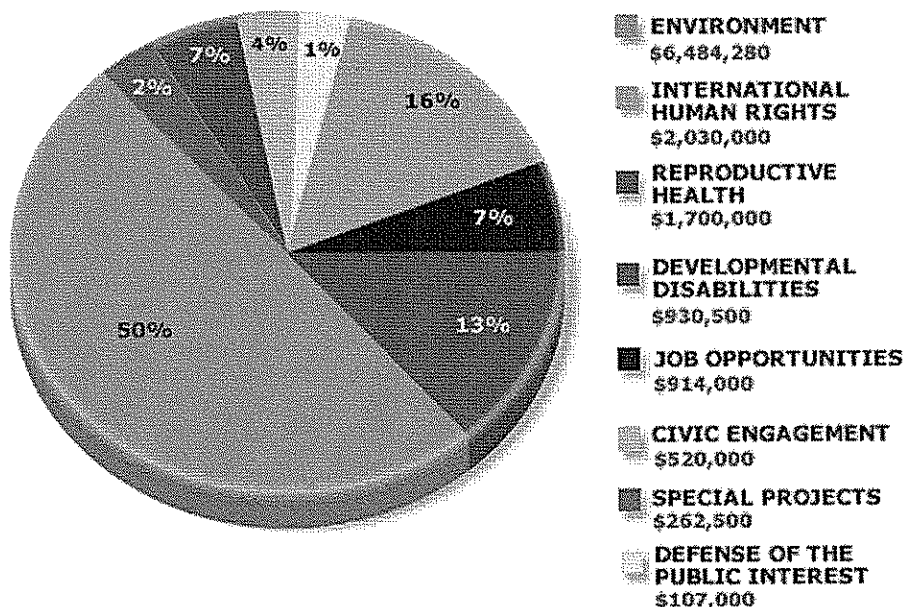
THE JOHN MERCK FUND

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Program Overview

The John Merck Fund fosters innovative advocacy and problem solving in the fields of **Developmental Disabilities, Environment, Reproductive Health, Human Rights** and **Job Opportunities**. Its objective is to act as a catalyst, supporting organizations that can effect constructive and measurable change in each of these areas. In 2006, The John Merck Fund awarded 252 grants totaling \$14,073,280.

Grants Awarded by Program Area - 2006



Overview

Developmental Disabilities

- The Serena Merck Award
- The John Merck Scholars Program

Environment

Reproductive Health

Human Rights

Job Opportunities

Civic Engagement / Defense of the Public Interest

See grants for: 2005, 2004, 2003 and by Program for 2003, 2004

The **Developmental Disabilities** program reflects a longstanding commitment on the part of The Fund to improve the lives of children who are both mentally disabled and emotionally disturbed. At the heart of this effort is the John Merck Scholars Program, which provides four-year grants of \$300,000 to outstanding young researchers in the fields of neurobiology and cognitive science. In addition, The Fund has created the Serena Merck Award, which is presented annually to an individual who is a role model in the day-to-day care of children with dual disabilities.

The **Environment** program addresses a range of issues with critical implications for natural resources and human health. Through grants in the areas of energy production and consumption, The Fund encourages policy changes that simultaneously target the problems of climate change and ongoing toxic contamination of the air, soil and water. The Fund also supports emerging efforts to boost public awareness of persistent bioaccumulative toxins, reduce public exposure to these chemicals and, ultimately, curtail their use. It promotes study and responsible regulation of genetically modified foods, and has provided enduring support for efforts to preserve and nurture the productive farmland of Vermont.

The **Reproductive Health** program seeks to expand access to reproductive health care and prevent unintended pregnancies, recognizing that unbridled population growth jeopardizes the well-being not only of the world's inhabitants, but also its natural resources. The Fund believes that quality reproductive-health services should be available to all women, regardless of income. Grants are limited to

projects that contribute, directly or indirectly, to long-term reductions in population growth and the protection of reproductive rights.

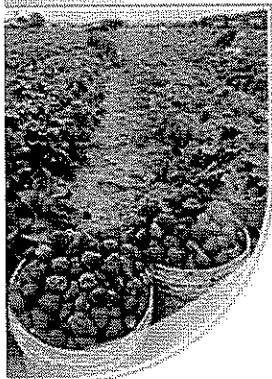
The **Human Rights** concentrates on the defense and promotion of human rights in Latin America. Approximately 70 percent of the program's budget goes to human rights organizations based in six countries in the region: Argentina, Colombia, Chile, Mexico, Peru and Venezuela. The remaining 30 percent of program resources supports activities of key U.S. groups dedicated to advancing human rights.

The **Job Opportunities** assists innovative efforts to expand employment and career-development opportunities so economically disadvantaged adults and youth can earn a living wage. Grants support workforce development initiatives; entrepreneurial projects that benefit low-income women and rural communities; and general strategies aimed at alleviating rural poverty. The program focuses on organizations in the northeastern United States, from New York to Maine.

EXHIBIT 10

THE JOHN MERCK FUND

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Environment

A substantial majority of the world's scientists now agree that fossil-fuel use is altering the global climate. At the same time, concern has grown in scientific circles that the introduction of thousands of synthetic chemicals into the environment may be impairing such fundamental human biological processes as reproductive capability, neurological development and immune-system function. We do not yet fully understand the long-range implications of these problems. But one conclusion is inescapable: by burning fossil fuels and releasing chemicals into the soil, water and air, we are experimenting on a massive scale with the Earth's capacity to maintain healthy ecosystems or to absorb, adapt and regenerate.

Climate Change

Energy policy reform is critically important because it can address not only human exposure to chemical toxins, but also the problem of climate change. A campaign that environmental groups conducted from 1998 to 2002 has underscored this point dramatically, producing commitments by New England's state governments to clean up antiquated coal- and oil-fired power plants. Those plants account for most of New England's acid rain, ozone and smog, a good deal of its soot and mercury pollution and one-third of its carbon-dioxide emissions.

The Fund helped support the power-plant campaign, and is now turning its attention to another cause of toxic exposure and climate change-diesel emissions from such sources as trucks, buses, construction equipment, farm machinery and stationary motors. It also is assisting efforts to ensure that the New England states and the provinces of eastern Canada follow through on pledges they have made to carry out significant greenhouse-gas reductions. And The Fund backs supply- and demand-side initiatives to develop New England's nascent market for clean power and renewable energy.

Environmental Health

Increasingly, harmful chemical substances known as persistent bioaccumulative toxins are being implicated in a wide range of reproductive, developmental and immunological problems, even at minute levels of exposure. Bioaccumulative toxins are traced not only to chemicals used in manufacturing and agriculture, but also to seemingly innocuous consumer products. Few such substances are tested for their health effects, despite citizens' widely held assumption that the federal government has found them to be safe. However, states and even municipalities are beginning to act on their own to phase out these harmful chemicals, particularly when non-toxic alternatives are available.

The Fund supports efforts by broad coalitions in a growing number of states to promote the adoption of policies aimed at reducing exposures to bioaccumulative toxins. By assisting these coalitions and supporting selected initiatives to test for chemicals in the human body, The Fund hopes to encourage the development of policies that eventually lead to action.

Diseases and disabilities caused by exposure to chemicals released into the environment are, by definition, preventable. Individuals harmed by these chemicals, and those who provide them professional care or personal support, can become important allies of the environmental-health community. To encourage this potentially powerful advocacy, The Fund supports organizations whose work in the field of developmental and learning disabilities addresses the links to chemical exposures.

Overview

Developmental Disabilities

- The Serena Merck Award
- The John Merck Scholars Program

Environment

Reproductive Health

Human Rights

Job Opportunities

Civic Engagement / Defense of the Public Interest

The Fund also selectively assists projects that promote public understanding and implementation of the precautionary principle, which holds that new substances and technologies must be proven safe before they are put into use. The precautionary principle places the safety burden where it belongs: on those who have a financial interest in a product's introduction and use.

Genetically Modified Food

Less than ten years since their introduction, genetically engineered agricultural products are now found in an estimated 60 percent of the processed food sold in this country. Yet there has been little, if any, assessment of their health and environmental effects. The federal regulatory system, which citizens rely on to certify the safety of consumer products, has largely ignored the use of transgenics in agriculture. This new form of food production goes far beyond traditional plant-improvement practices by combining genes in the laboratory that until now were too dissimilar to permit hybridization. And it has been put in place without regard to citizens' right to know; foods are not even labeled to allow consumers to make informed choices.

The Fund supports projects to educate the public, the media, farmers and policymakers about the health and environmental questions raised by genetically engineered food and agriculture. It also assists groups working to promote responsible federal regulation of transgenic agriculture and informative labeling of genetically modified products.

Vermont Farmland Preservation

The Fund supports projects to preserve and nurture family farming in Vermont, a state in which the late Mr. and Mrs. George W. Merck had an abiding interest. It is becoming increasingly apparent that a successful cropland-protection program is but one ingredient needed to ensure long-term success. Vermont family farmers will need additional assistance to make their farms economically viable and environmentally sustainable over the long term. The Fund is committed to working with interested groups to build a brighter future for the state's farm community, an integral component of Vermont's economy and identity.

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2006 Grants

The New England Environment

Air Quality, Clean Energy and Climate Change

Appalachian Mountain Club \$50,000

To assist Maine, Massachusetts and New Hampshire in their development of wind power siting policies that reduce conflict and encourage appropriately sited wind power facilities.

Center for Climate Strategies \$45,000

To develop, coordinate and document a stakeholder process that will result in statewide policy recommendations to reduce greenhouse gas emissions in Vermont.

Clean Air-Cool Planet \$50,000

To develop and coordinate a new multi-stakeholder model for municipal climate action planning, which will result in cost-effective greenhouse gas reductions that can be adopted by cities throughout New England.

Coalition for Environmentally Responsible Economies (CERES) \$60,000

To improve corporate and investor policies that have an impact on climate change.

Connecticut Coalition for Environmental Justice **\$20,000**

To reduce public health problems associated with diesel pollution by pressing for retrofit and replacement of school and transit buses in communities throughout the state.

Conservation Law Foundation **\$40,000**

To ensure widespread and effective implementation of the Regional Greenhouse Gas Initiative-a proposed cap-and-trade system for carbon emissions from power plants in the Northeast.

Energy Consumers Alliance of New England **\$50,000**

To increase enrollment in New England GreenStart, which enables Massachusetts and Rhode Island consumers to buy clean energy through their electric utility.

Environment Northeast **\$100,000**

To assist state agencies and organizations in Connecticut, Massachusetts and Rhode Island in promoting and adopting large-scale energy efficiency measures and policies; and to manage campaigns in Connecticut, Massachusetts and Rhode Island where measures aimed at reducing emissions from diesel engines are being developed.

Environment Northeast **\$10,000**

To support the adoption and implementation of efficiency standards for appliances and equipment in New England states.

Massachusetts Climate Action Network **\$25,000**

To continue developing community support for climate protection in Massachusetts, primarily through the Cities for Climate protection program; and to use the participation of local leaders to press for stronger climate protection policies at state and regional levels.

New England Climate Coalition **\$131,000**

To achieve greenhouse gas reductions throughout New England by ensuring that every state in the region signs on to and adopts rules for participating in the New England Regional Greenhouse Gas Initiative.

Northeast Energy Efficiency Partnerships, Inc. **\$50,000**

To support the adoption and implementation of efficiency standards for appliances and equipment in New England states.

Regulatory Assistance Project **\$75,000**

To provide policy and technical analysis to state policymakers and stakeholders in implementing the Northeast Regional Greenhouse Gas Initiative.

Union of Concerned Scientists **\$40,000**

To demonstrate the strategic importance of renewable energy through implementation of innovative clean energy and climate policies in New England.

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Environmental Health

Alternatives for Community & Environment **\$35,000**

To reduce toxic diesel emissions from vehicles in the Boston area and participate in a coalition that aims to reduce diesel emissions statewide by 50 percent by 2010 and 75 percent by 2020.

Arc of Massachusetts **\$20,000**

As part of the Alliance for a Healthy Tomorrow, to achieve fundamental chemicals policy reform in Massachusetts that stresses

substituting hazardous chemicals with safer substitutes.

Clean Water Fund **\$125,000**

As part of the Alliance for a Healthy Tomorrow, to achieve fundamental chemicals policy reform in Massachusetts that stresses substituting alternatives for safer alternatives for hazardous chemicals.

Clean Water Fund **\$50,000**

As part of the Campaign for a Healthy Connecticut, to achieve concrete policy change and shift corporate practices in the state to prevent health damage from toxic chemical exposures.

Connecticut Citizen Research Group **\$10,000**

As part of the Campaign for a Healthy Connecticut, to achieve concrete policy change and shift corporate practices in the state to prevent health damage from toxic chemical exposures.

Connecticut Coalition for Environmental Justice **\$10,000**

As part of the Campaign for a Healthy Connecticut, to achieve concrete policy change and shift corporate practices in the state to prevent health damage from toxic chemical exposures.

Connecticut Council on Occupational Safety and Health **\$10,000**

As part of the Campaign for a Healthy Connecticut, to achieve concrete policy change and shift corporate practices in the state to prevent health damage from toxic chemical exposures.

Connecticut Nurses Foundation **\$10,000**

As part of the Campaign for a Healthy Connecticut, to achieve concrete policy change and shift corporate practices in the state to prevent health damage from toxic chemical exposures.

Connecticut Public Health Research & Education Fund **\$10,000**

As part of the Campaign for a Healthy Connecticut, to achieve concrete policy change and shift corporate practices in the state to prevent health damage from toxic chemical exposures.

Connecticut Public Interest Research Group Education Fund **\$10,000**

As part of the Campaign for a Healthy Connecticut, to achieve concrete policy change and shift corporate practices in the state to prevent health damage from toxic chemical exposures.

Environmental Health Strategy Center **\$100,000**

As part of the Alliance for a Clean and Healthy Maine, to promote state policy reforms that phase out the unnecessary use of persistent, bioaccumulative toxic chemicals.

Environmental League of Massachusetts **\$30,000**

As part of the Alliance for a Healthy Tomorrow, to achieve fundamental chemicals policy reform in Massachusetts that stresses substituting with safer alternatives for hazardous chemicals.

Learning Disabilities Association of Maine **\$26,850**

As part of the Alliance for a Clean and Healthy Maine, to promote state policy reforms that phase out the unnecessary use of persistent, bioaccumulative toxic chemicals.

Maine Labor Group on Health **\$1,400**

As part of the Alliance for a Clean and Healthy Maine, to promote state policy reforms that phase out the unnecessary use of persistent, bioaccumulative toxic chemicals.

Maine Organic Farmers and Gardeners Association **\$15,000**

In cooperation with Pesticide Action Network North America, to promote policy change and regulatory action in Maine that lead to toxic pesticide phaseouts and use reductions by increasing involvement of health professionals and health-affected people.

Maine Organic Farmers and Gardeners Association **\$14,000**

As part of the Alliance for a Clean and Healthy Maine, to promote state policy reforms that phase out the unnecessary use of persistent, bioaccumulative toxic chemicals.

Maine People's Resource Center \$30,000

To assist Maine citizens in holding state and federal regulatory agencies and corporate polluters accountable for the Penobscot River's severe mercury contamination.

Maine People's Resource Center \$30,000

As part of the Alliance for a Clean and Healthy Maine, to promote state policy reforms that phase out the unnecessary use of persistent, bioaccumulative toxic chemicals.

Maine Public Health Association \$77,250

As part of the Alliance for a Clean and Healthy Maine, to promote state policy reforms that phase out the unnecessary use of persistent, bioaccumulative toxic chemicals.

Massachusetts Coalition for Occupational Safety and Health \$40,000

To empower cleaning and service workers, many of whom are minorities and recent immigrants, to engage in participatory research and promote company practices and government policies that reduce their exposures to toxic cleaning chemicals and introduce safer alternatives into their workplaces.

Massachusetts Public Health Association \$20,000

As part of the Alliance for a Healthy Tomorrow, to achieve fundamental chemicals policy reform in Massachusetts that stresses substituting safer alternatives for hazardous chemicals.

MASSPIRG Education Fund \$30,000

As part of the Alliance for a Healthy Tomorrow, to achieve fundamental chemicals policy reform in Massachusetts that stresses substituting safer alternatives for hazardous chemicals.

Natural Resources Council of Maine \$24,000

As part of the Alliance for a Clean and Healthy Maine, to promote state policy reforms that phase out the unnecessary use of persistent, bioaccumulative toxic chemicals.

Physicians for Social Responsibility of Maine \$14,000

As part of the Alliance for a Clean and Healthy Maine, to promote state policy reforms that phase out the unnecessary use of persistent, bioaccumulative toxic chemicals.

Physicians for Social Responsibility-Greater Boston Chapter \$75,000

To research, produce, publish and plan for release of a new report entitled *Environmental Threats to Healthy Aging*, which will focus on adult neurodegenerative disorders including Alzheimer's and Parkinson's Diseases, following the landmark *In Harm's Way: Toxic Threats to Child Development* report.

Toxics Action Center \$50,000

To protect Maine communities from aerial pesticide spraying over blueberry barrens; to curb herbicide spraying on rights-of-way in Massachusetts; to reduce aquatic pesticide treatments in Massachusetts; and to continue the Rhode Island Neighborhood Assistance Project.

Toxics Action Center \$12,500

As part of the Alliance for a Clean and Healthy Maine, to promote state policy reforms that phase out the unnecessary use of persistent, bioaccumulative toxic chemicals.

University of Massachusetts Lowell Center for Sustainable Production \$60,000

To encourage forward-looking chemicals use in corporations as well as in state and federal levels both in the US and Europe.

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Strengthening the Citizen Voice in Environmental Decisionmaking

Green Corps \$25,000

To train an aspiring leader from New England in the skills, strategies and issues s/he needs to launch a career as an organizer in the environmental field; and to provide grassroots support to New England-based campaigns.

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Protecting Farmland and Forests in Vermont

Food Works \$95,000

To further develop a food distribution system linking area farmers to schools and programs that feed needy Vermonters; and to increase public awareness of the role local farmers play in feeding healthy citizens and communities.

Intervale Foundation \$40,000

To improve the entire farm program's financial and organizational management; to help farmers create business plans and build equity; and to strengthen the incubator program for new farmers.

Merck Forest & Farmland Center \$65,000

To provide children and young adults outdoor experiences that promote a deeper understanding of the challenges in balancing of environmental, economic and community needs in order to manage forests and farms sustainably.

Northeast Organic Farming Association of Vermont \$10,000

To provide technical assistance, document best practices, analyze the economic and social value of farmers' markets, exchange valuable information, pilot the 'rapid market assessment' tool, and build the farmers' market network in Vermont.

Preservation Trust of Vermont \$20,000

To pressure Wal-Mart to build smaller-scale stores in Vermont's designated downtown areas in order to preserve the economy of downtown communities, protect local businesses that operate there, and prevent sprawl.

University of Vermont Institute for Artisan Cheese \$35,000

To promote visibility and strengthen viability of the Vermont Institute for Artisan Cheese through enhanced public relations.

Vermont Farms Association \$25,000

To hire an executive administrator, capable of building a strong agritourism promotion program. First installment of a two-year, \$50,000 grant.

Vermont Forum on Sprawl \$50,000

To advocate for investments, policies and practices that promote growth in and around community centers rather than developing farms and forest lands.

Vermont Fresh Network \$25,000

To improve Vermont Fresh Network's ability to increase consumer demand for locally grown food.

Vermont Land Trust \$75,000

To promote diversified and value-added enterprises on conserved farms, and to assist new farmers in becoming owner-operators of

conserved farms.

Vermont Land Trust **\$5,000**

To enable Vermont WildWoods to investigate marketing possibilities associated with wood products from conserved lands.

Vermont Maple Foundation **\$78,000**

In partnership with a professional media firm, to educate the public about the special qualities of the state's pure maple syrup and the important role that syrup production plays in ensuring sustainability for Vermont's family farms, sugar bush stands and working landscape.

Vermont Public Interest Research and Education Fund **\$40,000**

To protect the health and wellbeing of Vermont's environment, people and local economy.

Vital Communities **\$40,000**

To build a community-driven, local food system by fostering productive relationships between farmers, retail grocers, wholesalers, restaurants, institutions, and local consumers. First installment of a two-year, \$75,000 grant.

Working Landscapes **\$25,000**

In conjunction with Vermont Land Trust's Farmland Enterprise and Access Program, to provide business planning services to Vermont farmers to help them increase profitability and keep their land in active agriculture.

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The Environment Beyond New England

Air Quality, Clean Energy and Climate Change

Center for Health and the Global Environment **\$60,000**

From within Harvard Medical School, to provide education to corporate leaders, policymakers, and the public concerning the full range of potentially cascading health and socioeconomic risks from climate change and climate-related diseases in order to encourage them to make better informed decisions regarding their own practices and relevant public policies.

Citizens for Pennsylvania's Future **\$50,000**

To ensure that Pennsylvania adopts regulations requiring the state's power plants to reduce their mercury emissions 90 percent by 2015 and prohibiting trading of mercury allowances between emitters.

Clean Air Task Force **\$325,000**

Working with partner organizations in twelve states, to spur a 70 percent reduction in US mobile diesel emissions by 2020.

Clean Energy Group **\$80,000**

To facilitate a network of large institutional investors to consider investment strategies for clean energy technologies.

Co-op America **\$25,000**

To mobilize individual investors and consumers to pressure corporations to reduce greenhouse gas emissions. Corporate targets will be selected in coordination with CERES' institutional investor campaigns.

Minuteman Media **\$25,000**

To inform small-town and rural residents in Ohio about environmental policy issues through the opinion pages of their local newspapers.

SmartPower **\$100,000**

To create a voluntary demand for clean energy from large consumers of electricity in 200 targeted cities and states across the country; develop marketing strategies to maximize consumer awareness of and demand for energy efficiency; and create a strong market for clean energy use by developing and implementing state-of-the-art marketing and messaging for clean energy. First installment of a two-year, \$200,000 grant.

Waterkeeper Alliance **\$50,000**

As part of an ongoing strategy to address the impacts of mercury contamination from coal-fired power plants, to file a lawsuit in Canadian federal court to force a US utility to implement strict controls that reduce its mercury emissions by 90 percent.

World Resources Institute **\$25,000**

To support the adoption and implementation of progressive climate change policies by demonstrating that major companies can thrive in a carbon-constrained economy.

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Environmental Health**Alaska Community Action on Toxics** **\$20,000**

In cooperation with Pesticide Action Network North America, to promote policy change and regulatory action in Alaska that lead to toxic pesticide phaseouts and use reductions by increasing involvement of health professionals, organizations and health-affected people.

American Association on Mental Retardation **\$100,000**

To raise awareness within the developmental disabilities community about the links between chemical exposures and preventable disabilities.

Autism Society of America **\$100,000**

To expand awareness within the autism and developmental disabilities communities about the links between autism spectrum disorders and exposure to chemicals in the environment; and to foster involvement in relevant policy advocacy.

Breast Cancer Fund **\$36,000**

To participate in the Toxic Free Legacy Project, which aims to strengthen and develop policies for eliminating and cleaning up persistent, bioaccumulative toxic chemicals in the State of Washington.

Californians for Pesticide Reform **\$15,000**

In cooperation with Pesticide Action Network North America, to promote policy change and regulatory action in California that lead to toxic pesticide phaseouts and use reductions by increasing involvement of health professionals, organizations and health-affected people.

Center for Health, Environment and Justice **\$50,000**

To shift the market away from PVC (polyvinyl chloride) plastic by convincing 'big box' retailers, as well as manufacturers and small retailers, to stop selling or using those products; and to instigate and support local and state campaigns to phase out the use of PVC plastic.

Center for International Environmental Law **\$60,000**

To protect the environment and human health and to promote human rights and environmental justice by seeking reforms of international economic law, policy and institutions.

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| Citizens' Environmental Coalition | \$80,000 |
| To participate in the Alliance for a Toxic-Free Future, which works to phase out the production, use, release, and disposal of persistent, bioaccumulative toxic chemicals in New York State, through policy reforms and market shifts to safer substitutes. | |
| Clean Production Action | \$45,000 |
| To provide technical assistance to campaigns in multiple states that aim to eliminate brominated flame retardants, which are persistent, bioaccumulative toxic chemicals rapidly accumulating in humans and wildlife. | |
| Clean Water Fund of Minnesota | \$50,000 |
| To create a health-oriented coalition to achieve bans of high priority chemicals and promote comprehensive chemicals policy reform in Minnesota. | |
| Columbia Center for Children's Environmental Health | \$50,000 |
| To inform the public, the media, public interest organizations, elected officials, and policymakers of the scientific data from the center's biomedical research in an effort to prevent environmentally related disease and disabilities in children. | |
| Coming Clean | \$35,000 |
| To create and implement strategies for bringing about reforms of the chemical industry through systemic changes in product manufacturing and markets, comprehensive policy reform on the state and national levels, better coordination between advocates and health professionals, and reporting on chemical industry practices. | |
| Commonweal | \$25,000 |
| To hold the first national conference that explores potential links between Parkinson's disease and other neurodegenerative diseases and exposures to chemicals in the environment. The conference will provide a discussion forum that is conducive to interaction among researchers, health care providers and people affected by Parkinson's and other neurodegenerative disorders. First installment of a two-year, \$50,000 grant. | |
| Consultative Group on Biological Diversity | \$15,000 |
| To provide operating support for the Health and Environmental Funders Network, a network of grantmakers who share a commitment to health and a recognition that the health of humans, communities, ecosystems, and animals are profoundly interconnected | |
| Consultative Group on Biological Diversity | \$5,000 |
| To provide general support. First installment of a two-year, \$10,000 grant. | |
| Ecology Center | \$50,000 |
| To move automobile manufacturers to use safer, less toxic plastics and other materials by educating consumers about potential hazards associated with chemicals inside automobiles, demonstrating the effectiveness of a market-based campaign, and encouraging policymakers and consumers to demand safer cars using more benign materials. | |
| Environmental Health Fund | \$75,000 |
| To instigate a global shift away from chemicals that harm health and the environment by serving as a strategist, coordinator, convener and fundraiser for key market and policy campaigns that grassroots networks and the foundation community undertake. | |
| Environmental Health Fund | \$65,000 |
| To coordinate and promote campaigns in multiple states to eliminate brominated flame retardants as a precursor to comprehensive chemicals policy reform on persistent bioaccumulative and toxic chemicals. | |
| Environmental Health Sciences Information Center | \$77,000 |

To broaden and deepen participation in environmental health activism by interpreting the rapidly emerging scientific understanding of the links between environmental exposures and human health for elite and general audiences, promoting media coverage of these new developments, facilitating exchange among scientists, and encouraging individual scientists to connect with public health advocacy.

Environmental Working Group **\$80,000**

To use biomonitoring and other data to promote federal and state chemicals policy reforms and changes in corporate manufacturing practices that are adequate to protect even vulnerable populations from the effects of toxic exposures.

Farm Worker Pesticide Project **\$20,000**

In cooperation with Pesticide Action Network North America, to promote policy change and regulatory action in Washington State that lead to toxic pesticide phaseouts and use reductions by increasing involvement of health professionals, organizations and health-affected people.

Farmworker Association of Florida **\$15,000**

In cooperation with Pesticide Action Network North America, to promote policy change and regulatory action in Florida that lead to toxic pesticide phaseouts and use reductions by increasing involvement of health professionals, organizations and health-affected people.

Health Care Without Harm **\$40,000**

To move the health care sector to make environmental health issues important criteria in product selection of medical devices, building materials, food and chemicals; and to educate the health care industry about the links between environmental toxins and human health.

Healthy Schools Network **\$5,000**

To participate in the Alliance for a Toxic-Free Future, which works to phase out the production, use, release, and disposal of persistent, bioaccumulative toxic chemicals in New York State, through policy reforms and market shifts to safer substitutes.

Huntington Breast Cancer Action Coalition **\$10,000**

To participate in the Alliance for a Toxic-Free Future, which works to phase out the production, use, release, and disposal of persistent, bioaccumulative toxic chemicals in New York State, through policy reforms and market shifts to safer substitutes.

Institute for Agriculture and Trade Policy **\$50,000**

To create a health-oriented coalition to achieve bans of high priority chemicals and promote comprehensive chemicals policy reform in Minnesota.

Institute for Children's Environmental Health **\$100,000**

To support the Learning and Developmental Disabilities Initiative, which aims to increase public awareness and discourse about the links between environmental exposures and developmental and learning disabilities among organizations affected individuals and their families, service providers and, ultimately, policymakers.

Institute for Local Self-Reliance **\$30,000**

To support the Healthy Building Network, which is promoting incorporation of health-based criteria into emerging green building standards by eliminating building materials that release toxic chemicals into the environment; and encouraging the health care, religious and affordable housing sectors to use those criteria in their building programs.

International Chemical Secretariat **\$15,000**

To cultivate large business as supporters and advocates for the European Union's REACH program, which phases out chemicals that persist in the environment and accumulate in people and wildlife, and

establishes a more precautionary policy that encourages industry to innovate to safer products.

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| Learning Disabilities Association of New York State | \$6,500 |
| To participate in the Alliance for a Toxic-Free Future, which works to phase out the production, use, release, and disposal of persistent toxic chemicals in New York State, through policy reforms and market shifts to safer substitutes. | |
| National Association for the Dually Diagnosed | \$25,000 |
| To increase awareness of the effects of environmental pollutants in contributing to developmental, neurological and mental health problems. | |
| National Caucus of Environmental Legislators | \$25,000 |
| To educate its members about advocacy efforts to eliminate brominated flame retardants, which are persistent, bioaccumulative toxic chemicals rapidly accumulating in humans and wildlife. | |
| National Council of Churches | \$200,000 |
| To launch an initiative that raises awareness of environmental health issues among people of faith, engages religious leaders, strengthens environmental health work of religious organizations and in the larger interfaith community, and increases the capacity of the faith community to articulate its concerns about protection of human health and the environment. | |
| New York Public Interest Research Group Fund | \$15,000 |
| To participate in the Alliance for a Toxic-Free Future, which works to phase out the production, use, release, and disposal of persistent toxic chemicals in New York State, through policy reforms and market shifts to safer substitutes. | |
| Oceana, Inc. | \$50,000 |
| To stimulate a shift away from the use of mercury in the US manufacture of chlorine, and to defend the European Union's phaseout already planned for 2007. | |
| Oregon Toxics Alliance | \$15,000 |
| In cooperation with Pesticide Action Network North America, to promote policy change and regulatory action in Oregon that lead to toxic pesticide phaseouts and use reductions by increasing involvement of health professionals, organizations and health-affected people. | |
| People for Puget Sound | \$32,500 |
| As a part of the Toxic Free Legacy Project, to strengthen and develop policies for eliminating and cleaning up persistent toxic chemicals in the State of Washington. | |
| Pesticide Action Network North America | \$100,000 |
| In cooperation with state partners, to promote policy change and regulatory action in seven states that lead to toxic pesticide phaseouts and use reductions by increasing involvement of health professionals, organizations and health-affected people. | |
| Rochesterians Against the Misuse of Pesticides | \$5,000 |
| To participate in the Alliance for a Toxic-Free Future, which works to phase out the production, use, release, and disposal of persistent toxic chemicals in New York State, through policy reforms and market shifts to safer substitutes. | |
| Rose Foundation for Communities and the Environment | \$75,000 |
| To build the business case and generate domestic and international investor demand for substituting safer alternatives for hazardous chemicals in consumer products. | |
| Science Communication Network | \$40,000 |
| To broaden and deepen accurate media coverage of environmental health science and policy issues. | |

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| Science and Environmental Health Network | \$70,000 |
| To expand the law to implement and advance the precautionary principle that underlies chemical policy reform at the state and municipal levels, by creating a legal director position. | |
| Toxic Waste/Lupus Coalition | \$8,000 |
| To participate in the Alliance for a Toxic-Free Future, which works to phase out the production, use, release, and disposal of persistent toxic chemicals in New York State, through policy reforms and market shifts to safer substitutes. | |
| Washington Physicians for Social Responsibility | \$21,000 |
| As part of the Toxic Free Legacy Project, to strengthen and develop policies for eliminating and cleaning up persistent toxic chemicals in the State of Washington. | |
| Washington State Nurses Association | \$29,000 |
| As part of the Toxic Free Legacy Project, to strengthen and develop policies for eliminating and cleaning up persistent toxic chemicals in the State of Washington. | |
| Washington Toxics Coalition | \$131,500 |
| As part of the Toxic Free Legacy Project, to strengthen and develop policies for eliminating and cleaning up persistent toxic chemicals in the State of Washington | |
| West Harlem Environmental Action | \$6,500 |
| To participate in the Alliance for a Toxic-Free Future, which works to phase out the production, use, release, and disposal of persistent toxic chemicals in New York State, through policy reforms and market shifts to safer substitutes. | |
| Western New York Council on Occupational Safety and Health | \$14,000 |
| To participate in the Alliance for a Toxic-Free Future, which works to to phase out the production, use, release, and disposal of persistent toxic chemicals in New York State, through policy reforms and market shifts to safer substitutes. | |
| World Wildlife Fund | \$75,000 |
| To educate policymakers, the media, and the public about the benefits of Europe's REACH program, which phases out chemicals that persist in the environment and accumulate in people and wildlife, and establishes a more precautionary policy that encourages industry to innovate to safer products. | |

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Genetically Engineered Food and Agriculture

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| Californians for GE-Free Agriculture | \$60,000 |
| To educate and organize farmers to resist the commercial introduction of genetically engineered rice. | |
| Center for Food Safety | \$210,000 |
| To protect human health and the environment by ensuring appropriate testing and regulation of all genetically engineered crops and organisms. | |
| Earthjustice Legal Defense Fund | \$35,000 |
| To seek environmental review and regulation of open-air field tests of genetically engineered crops in Hawaii. | |
| Hawaii SEED | \$25,000 |
| To stop the release of genetically engineered Hawaiian commodity crops, such as taro and coffee, while furthering research into the environmental and economic damage genetically modified papaya has caused on the islands. | |

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| National Family Farm Coalition | \$30,000 |
| To increase collaboration among rice producers and their trade associations to stop the commercialization of genetically engineered rice; and to develop a public education and media campaign to increase farmer awareness of the negative impacts of using genetically engineered alfalfa. | |
| Rural Advancement Foundation International-USA | \$50,000 |
| To promote food security and justice by opposing the spread of genetically engineered foods and creating sustainable alternatives. | |
| Union of Concerned Scientists | \$60,000 |
| To secure a ban on engineered food crops for pharmaceutical and industrial purposes, and to strengthen the overall biotechnology regulatory framework by fostering greater accountability in federal agency reviews of new products. First installment of a two-year, \$120,000 grant. | |
| Western Organization of Resource Councils Education Project | \$25,000 |
| To stop the introduction and further planting of genetically modified crops until potential environmental, economic and health problems can be assessed and remedied. | |

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Defending Environmental Standards

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| Collaborative Environment Campaigns | \$250,000 |
| To help the national environmental community educate the public, media and decisionmakers about anti-environment initiatives while promoting pro-environment policies | |
| Environmental Integrity Project | \$75,000 |
| To counter the Bush Administration's and state governments' failure to enforce air pollution regulations aimed at reducing emissions from power plants. | |
| National Environmental Trust | \$15,000 |
| To advance and defend federal environmental protections through issue-based national campaigns. | |
| Natural Resources Defense Council | \$75,000 |
| To establish the State Environmental Partnership in order to block federal efforts to pre-empt state environment, consumer and public health standards that are more rigorous than corresponding federal standards. | |

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Grassroots Responses to the Department of Energy

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| Alliance for Nuclear Accountability | \$30,000 |
| To coordinate a national network of local, regional and national organizations working to promote environmental management and cleanup at nuclear weapons facilities. | |
| Government Accountability Project | \$45,000 |
| To reduce or eliminate the environmental, safety and health consequences resulting from the storage of nuclear material at the Hanford site. | |
| Snake River Alliance Education Fund | \$40,000 |
| To conduct research, education, and community advocacy to protect Idaho's people, water and economy by promoting responsible cleanup of nuclear waste and contamination. | |
| Tri-Valley Communities Against a Radioactive Environment | \$30,000 |

To conduct advocacy, public education, research and litigation to achieve cleanup of past and future contamination at the Livermore nuclear weapons production laboratory.

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Other

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| Consultative Group on Biological Diversity | \$5,000 |
| To provide general support. | |

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| Environmental Grantmakers Association | \$3,280 |
| To provide general support. | |

See 2005 Grants

See 2004 Grants

See 2003 Grants

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EXHIBIT 11

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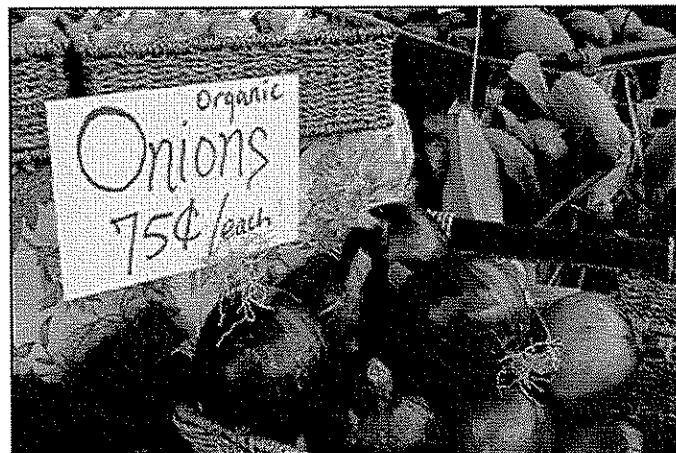
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Genetic Engineering (GMOs)

Why is corn pollen suspected of killing Monarch butterflies? Why are Mexican corn farmers afraid of the wind? Why do many countries refuse to buy American crops? Since the introduction of genetically modified organisms (GMOs) to the market in 1995, genetic engineering has sparked a global controversy. Environmental hazards, food and crop contamination, declining market prices, and political battles are all side effects of the genetic tampering with your food.



Help spread the word about genetic engineering. Share this information with a friend by sending them a card in their e-mail.

Genetic Engineering: Science in the Wild

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- Genetic engineering is the manipulation of specific genes that are moved from one species to another to create a trait that didn't previously exist. For example, fish genes have been transferred to tomatoes and insect genes can be found in potatoes.
- Common crops, such as corn, have been engineered to contain pesticides in every cell of the plant. As a result, these crops are not registered as food - they are actually considered pesticides.
- The prevalent usage of GMO crops is increasingly threatening the biodiversity in our seed supply and making our crops more vulnerable to disease outbreaks and pest infestations.

Genetic Engineering: Threatening Farmers Worldwide

- Farmers buy GMO crops based on promises of lower costs and higher yields, but they often find additional costs in veterinary bills, medications, unstable markets and extra pesticides. In short farmers often encounter higher costs and lower yields with GMO crops.
- Farmers that buy GMO seeds, enter into a contract that dictates how and when the crop can be grown and forbids the farmer to save seed - contrary to traditional practices.
- Many farmers have been sued for allegedly saving seeds, while neighboring farmers whose crops have been contaminated by GMO pollen drift have been sued for unknowingly "possessing" GMO seeds.

Genetic Engineering: A Public Health Hazard

- While the Food and Drug Administration claims GMO products on the market are totally safe, there has been no thorough analysis of their long-term implications. Despite overwhelming consumer demand, none of these products are labeled.
- Due to the extremely unpredictable nature of genetic experimentation, new food toxins, allergens or diseases can and have resulted from GMO foods.
- Weak regulations and corporate oversight have allowed experimental crops to contaminate

the general food supply. In a recent case corn, that had been genetically engineered to use as a vaccine for diarrhea in pigs, contaminated 500 bushels of soy beans that were intended for the general food supply.

- The biotech industry has undue influence over government regulatory institutions. For example, a Monsanto executive drafted a proposed legislation for the legalization of rBGH, a genetically modified growth hormone used to boost milk production in dairy herds. She was then hired by the FDA to inform public policy on the very same topic.

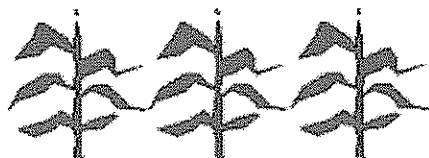
The government may have already cast its vote for genetic engineering in agriculture, but it remains a controversy in the minds of consumers and many family farmers. In 2001, Farm Aid helped create the Farm to Farmer Campaign on Genetic Engineering in Agriculture, to help inform family farmers, consumers and people who care about the environment about the legal, financial and health implications of genetic engineering in agriculture. Cast your vote, buy family farmed and buy organic to get GMO-free food.

Sign up for our monthly newsletter, Farm Aid Live, to stay informed about Farm Aid's activities, the annual concert, and current food and farm issues.

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EXHIBIT 12

American Corn Growers AssociationEmail - ACGA@ACGA.ORG

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(202) 835-0330

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The American Corn Growers Association

Advantages, Experience, Performance

Background

The American Corn Growers Association is America's leading progressive commodity association, representing the interests of corn producers in 35 states. Since its inception in 1987, the ACGA has worked tirelessly to enhance farm income and protect rural communities. The ACGA recognizes that farmers here and abroad need to have the opportunity to be rewarded for their time, investment, and commitment to feeding the world.

The ACGA was formed in 1987 after strong dissatisfaction with corn producer representation during the 1985 farm bill debate, which was a turning point in US farm policy. At that time farm policy was passed that greatly undermined the ability of farmers to profit by reducing prices supports and marketing tools that farmers had used successfully for nearly fifty years. It was done so under the auspices of becoming "more competitive in the international marketplace" but in reality was an attempt by agribusiness to reduce commodity prices domestically and worldwide. This was done in the face of a US farm crisis of a magnitude not seen since the Great Depression. This radical approach to farm policy was supported by many commodity organizations, including the only existing corn grower association. It became very apparent that a new voice was needed for producers that was not influenced by the grain processing and exporting companies along with chemical and seed companies who had become very powerful not only in the farm policy arena, but also within many of these same commodity associations.

The ACGA has long understood how unique business of farming is. We were the first and only organization to fully explore and explain this business structure to policy makers and the general public. Given this understanding, we have logically come to the conclusion that market intervention is needed for agriculture to prosper here and abroad. We have reached these conclusions through research and compilations of USDA data of long-term trends in prices, productivity,

exports and inflation. Collaboration between many experts on farm and trade policy has also led us to these conclusions.

Therefore, much of the emphasis for the ACGA has been on improving U.S. farm policy to the benefit of farmers and rural communities. Since we understand the major role the United States plays in determining world agricultural prices for basic commodities, we also know that our efforts affect the well being of farmers worldwide. We take this task very seriously, with a deep commitment to representing the interests of farmers worldwide. ACGA advocates increased commodity support rates, commodity reserves, international agreements to manage inventories, raising and stabilizing world commodity prices and shared marketing agreements between exporting countries to improve market prices for basic commodities.

We have become a key player in the development of farm and trade policy along with production issues such as seed patent law, GMO policies and many other issues that affect farmers. We have become a leading voice in the pursuit for renewable energy sources such as wind power, corn as a fuel source. We are seen as a voice that truly represents the interests of farmers, without the influence of agribusiness interests. Therefore we are constantly contacted and relied upon by national and international interests to speak to, advise, support and collaborate on issues that affect farmers globally.

We recognize the need for a strong and stable farm economy for not only farmers, but consumers as well. We also understand the significant role a stable food production system plays in encouraging political stability throughout the world. We believe that through improved US farm policy many countries around the world will be better off, both economically and politically, reducing strife and decreasing hunger and poverty globally. This is our goal.

Advantages

A board of directors who meet regularly to direct and advise the association on its activities guides ACGA. Members pay dues to belong to the organization and devise policy at the annual convention. Officers of the organization, who are all farmers, oversee the duties of the staff and are directly involved with the daily activities of the association. While small in numbers, the staff of the ACGA is second to none. Because of the organizations record of representing farmers' best interests, the ACGA attracts talented people who are dedicated to improving the lives of farmers of all types throughout the world.

ACGA has several inherent advantages over other organizations that represent farmers. Since we are a younger organization, we are much more vibrant, and less bureaucratic than older more established organizations. We are able to move quickly on issues and take logical positions without being unduly influenced by insurance company ties, agribusiness funders or any longstanding internal cultures. Because of this we are seen as much more grassroots than many other organizations, and therefore respected more than many in the halls of the US Congress.

Since we are more of a national organization, our resources are focused more on national policy than state and local policies. This allows for greater efficiencies and putting resources where they will do the most good.

Our name also has its own advantage, that being "American" which allows us to focus more on an international arena than just within the borders of the US. Also corn is the basic commodity throughout the America's and much of Africa. Corn policy to a great degree affects other commodities as well.

Most importantly we believe we also have a staff and people advantage. We have brought together the most knowledgeable people in the farm policy arena found anywhere to work together on these issues. Our board is very dedicated to their cause and spends their own resources to attend board meetings and conventions. Our policy analysis, lobbying capabilities, extensive networking and many years of farm policy experience allow us increased visibility and respect by many.

Performance

To assist corn producers here and abroad the ACGA has worked with the U.S. Senate Agriculture, Nutrition, and Forestry Committee to draft The Family Farm Agriculture Recovery and Maintenance Act (F.A.R.M. Act), a long-term plan designed to benefit farmers, using analysis of 25 years of historic data.

We have played an important role at the highest levels in the development of the recent farm bill. Although we were unsuccessful in our attempts to pass our own proposal, we had many successes and affected the outcome significantly.

We have protected family farmers by working to stem the tide of further corporate concentration of agribusiness. Farmers require, demand, and deserve open and fair competition when buying their input supplies and when selling their harvest.

Our internet website is maintained to provide a wealth of information about the unique business of farming, farm policy analysis, historical key indicators of agriculture, and information to address customers' concerns of genetically modified crops, availability of markets for alternatives to GMOs, and the rights of producers to have a choice in what they plant.

We continue as the nation's recognized agricultural leader in the promotion and support of a renewable fuel standard for the country's motor fuel needs and ETBE as the alternate fuel source that can expand the role for ethanol while reducing pollutants.

Sponsoring the Wealth from the Wind program, we highlight the potential economic and environmental benefits of wind power generation for small and mid-sized farmers and rural communities.

Our organization believes in networking and cooperation between like-minded organizations to build understanding and consensus on issues that face family farmers. We took a lead role in the 1999 Farm Leader Summit sponsored by National Farmers Union, which focused on building consensus between 27 farm organizations. We are a member of the National Family Farm Coalition as well as coordinating efforts between several other organizations such as The Organization for Competitive Markets, Rancher's and Cattlemen's Legal Action Fund and others. There is very little concern for "turf protecting" within this organization. We focus on results instead.

International Experience and Performance

Since its inception, ACGA has also played an international role in the development of farm, trade and other related agricultural policies. Some of the global events and activities ACGA has been a part of are listed below:

1987: Attended the *General Agreement on Tariffs and Trade Negotiations* in Geneva in 1987 and was a outspoken voice on the risks of GATT to agricultural producers worldwide. We toured the United States sounding the alarm on the risks of uncontrolled free trade to farmers of the world.

1994: Took part in an international exchange and dialogue of producers in Cuernavaca, Mexico focusing on international cooperation between farmers to improve farm and trade policies that affect them.

1999: ACGA represented corn producers at the *Food and Agriculture Day and the Seattle Round* of the WTO discussion.

2000: ACGA was invited to give a presentation to the *French Grains Board* in Montpellier, France explaining the role of US farm policy on international commodity markets and proposing joint marketing agreements.

2000: An invitation was accepted and a presentation given to the *National Farmers Union of Canada* national convention on the issue of farm and trade policy as well as genetically engineered crops.

2001: We offered a presentation at the AGROGENE Seminar 2001 in Paris, France presenting a paper on 'USA Identity-Preserved and Traceability Systems' regarding GMOs.

2002: Mr. Dan McGuire, policy chairman of the ACGA was invited to be a speaker and present a case study on cereals at Windsor Castle in London for a February 2002. "*Agriculture In A Globalized World, What are the implications of world trade on local agriculture?*" Only four speakers were invited to the conference, including Michael Moore, the WTO Secretariat.

Ongoing Programs of the ACGA

--*The Alliance for Rural America* is a coalition of national farm and rural groups working together to educate and inform farmers and rural Americans about key environmental and energy issues, giving them a unified voice in policy debates.

--*Our Farmers Choice-Customers First Program* recognizes the uncertainty many farmers are facing over the proliferation of genetically modified (GMO) crops. Although production agriculture has been generally supportive of agricultural biotechnology, we understand that it doesn't help farmers to grow a product that most of our foreign customers refuse to

buy and we recognize their concerns.

--ACGA's *Wealth from the Wind Program* recognizes the potential economic and environmental benefits of wind power generation for small and mid-sized farms and rural communities, along with the contribution wind power can make to reduce greenhouse gas emissions.

--The *Rural Revitalization Program* will help create an environment for economic and social revitalization in rural America through social change, grassroots empowerment, and political advocacy.

--The *Agricultural Water Quality Restoration Program* addresses the problem of continued growth of the hypoxia area in the Gulf of Mexico. Accepting responsibility for this problem and developing proactive measures to address it is the basis for this program.

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>

EXHIBIT 13

**COMPARISON OF SIMILAR ALLEGATIONS
IN AMERICAN CORN GROWERS ASSOCIATION,
PULLEN SEEDS/ WADE FARMS AND SCHOENBAUM COMPLAINTS¹**

| American Corn Growers Association Complaint | Pullen Seeds and Wade Farms Complaints | Schoenbaum Amended Complaint |
|--|---|--|
| "Monsanto has been able to maintain its glyphosate herbicide monopoly through a comprehensive anticompetitive and exclusionary scheme that has involved, among other things, Monsanto's unlawful leveraging of its monopoly (or monopolies) in the market for genetically modified seed traits." (ACGA Compl. ¶ 7) | "Monsanto has been able to maintain its glyphosate herbicide monopoly . . . through a comprehensive anticompetitive and exclusionary scheme that has involved Monsanto's unlawful leveraging of its monopolies in both the market for glyphosate herbicides and the markets for genetically modified seed traits." (Pullen Compl. ¶ 6; Wade Compl. ¶ 6) | "Monsanto has maintained its monopoly power in these markets through a series of exclusionary and other anticompetitive practices." (Schoenbaum Compl. ¶ 128) |
| "Monsanto embarked on an \$8 billion acquisition program whereby it acquired, merged with, or obtained an ownership interest in a large number of then existing and leading biotechnology and seed companies." (ACGA Compl. ¶ 42) | "Monsanto embarked on an \$8 billion acquisition program whereby it acquired, merged with, or obtained an ownership interest in a large number of then existing and leading biotechnology and seed companies." (Pullen Compl. ¶ 58; Wade Compl. ¶ 60) | "Monsanto, in a multibillion-dollar buying spree - in an effort to acquire traits, technology, intellectual property, hybrid seed, foundation seed assets, and additional seed industry market share - rapidly acquired a large number of leading gene and seed companies." (Schoenbaum Compl. ¶ 118) |
| "AgrEvo (an Aventis predecessor) was also trying to develop a glufosinate-based seed trait through a collaboration agreement with Asgrow, a soybean and corn seed company. Had AgrEvo been able to develop such seed, growers could have sprayed glufosinate over glufosinate-tolerant crops. . . . In or about | "AgrEvo (an Aventis predecessor) was also trying to develop a glufosinate-based seed trait through a collaboration agreement with Asgrow, a soybean and corn seed company. Had AgrEvo been able to develop such seed, growers could have sprayed glufosinate over glufosinate-tolerant crops. . . . In or about | "in a further effort to prevent competition in the genetically-modified soybean seed market, Monsanto entered into an agreement with AgrEvo - the corporate predecessor of Aventis CropScience USA Holding, Inc. (which has since been acquired by Bayer AG) - to prevent AgrEvo's Liberty Link soybean seeds from |

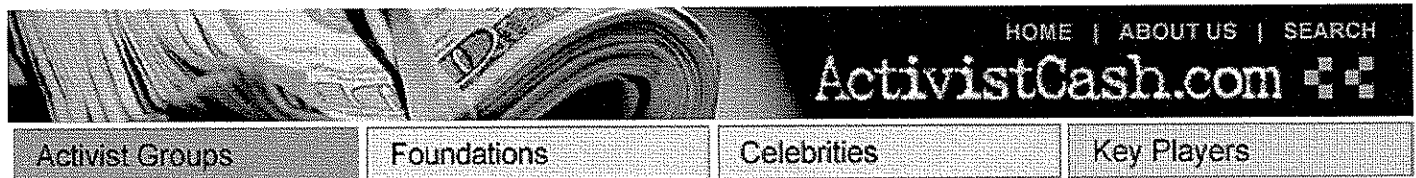
¹ Complaint, *American Corn Growers Association v. Monsanto Co.*, No. 07-100 (D. Del. Feb. 21, 2007); Complaint, *Pullen Seeds and Soil v. Monsanto Co.*, No. 06-599 (D. Del. Sept. 26, 2006); Complaint, *Wade Farms v. Monsanto Co.*, No. 06-600 (D. Del. Sept. 26, 2006); Amended Complaint, *Schoenbaum v. E.I. DuPont de Nemours and Co., et al.*, No. 4:05-CV-1108-ERW (E.D. Mo. June 26, 2006)

| American Corn Growers Association Complaint | Pullen Seeds and Wade Farms Complaints | Schoenbaum Amended Complaint |
|--|--|---|
| February 1997, however, Monsanto acquired Asgrow and promptly killed the glufosinate project." (ACGA Compl. ¶ 45) | February 1997, however, Monsanto acquired Asgrow and promptly killed the glufosinate project." (Pullen Compl. ¶ 60; Wade Compl. ¶ 62) | gaining market viability." (Schoenbaum Compl. ¶ 117) |
| "During this period Monsanto also acquired various other seed and seed technology companies such as Argrocytes (1996), Ecogen (1996), Calgene (1997) and Plant Breeding International (1999) (a Brazilian seed company), all of which had been involved in the development and/or production of biotechnology traits or seeds." (ACGA Compl. ¶ 47) | "During this period Monsanto also acquired various other seed and seed technology companies such as Argrocytes (1996), Ecogen (1996), Calgene (1997) and Plant Breeding International (1999) (a Brazilian seed company), all of which had been involved in the development and/or production of biotechnology traits or seeds." (Pullen Compl. ¶ 63; Wade Compl. ¶ 65) | "Specifically, since 1996, Monsanto has acquired, merged with, or obtained an interest in, <i>inter alia</i> : . . . Calgene LLC (1997); . . . Plant Breeding International (1999); . . . Agracetus (1996); Ecogen Inc. (1996); . . ." (Schoenbaum Compl. ¶ 119) |
| "Monsanto also pursued the strategy of neutralizing potential competitors by entering into restrictive licensing agreements with independent seed companies." (ACGA Compl. ¶ 51) | "Monsanto also pursued the strategy to neutralize potential competitors by entering into restrictive licensing agreements with independent seed companies." (Pullen Compl. ¶ 67; Wade Compl. ¶ 69) | "Monsanto has denied seed companies access to these traits unless the seed companies agree to enter restrictive licenses designed to prevent competition." (Schoenbaum Compl. ¶ 128) |
| "Monsanto entered into numerous long-term (typically ten year) licensing agreements with hundreds of seed companies who grow the seed containing Monsanto's biotechnology seed traits for resale to the market." (ACGA Compl. ¶ 52) | "Monsanto entered into numerous long-term (typically 10-years) licensing agreements with seed companies which grow the seed with Monsanto's biotechnology seed traits for resale to the market. These agreements . . . prohibited [stacking] . . ." (Pullen Compl. ¶ 68; Wade Compl. ¶ 70) | "Monsanto, however, imposes anticompetitive restrictions on the seed manufacturers, including: (a) prohibiting, . . . 'stacking' . . ." (Schoenbaum Compl. ¶ 67) |
| "Monsanto's use of licenses to block the development and growth of competing types of biotechnology seed traits and herbicides was the focus of its 1996 strategy called the 'Monsanto Maize Protection Business Plan.' The Monsanto Maize Protection Business Plan outlined a scheme to obtain and exercise monopoly control of the markets for biotechnology seed traits by licensing seed | "Monsanto's use of licenses to block the development and growth of competing types of biotechnology seed traits and herbicides was the focus of its 1996 strategy called the 'Monsanto Maize Protection Business Plan.' The Monsanto Maize Protection Business Plan outlined a scheme to obtain and exercise monopoly control of the markets for biotechnology seed traits by licensing seed | "Monsanto's intent to 'cartelize' or otherwise unlawfully control, <i>inter alia</i> , the genetically-modified seed and/or seed trait markets - including the genetically modified soybean and corn seed and/or seed trait markets - is evidenced in a number of its internal records. For example, in 1996, Monsanto authored its 'Maize Protection Business Plan' (the 'Protection Plan'). In the Protection Plan, |

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| <p>trait technology (including the glyphosate-tolerant technologies) to independent seed companies who might otherwise compete with Monsanto.” (ACGA Compl. ¶ 54)</p> | <p>trait technology (including the glyphosate-tolerant technologies) to independent seed companies who might otherwise compete with Monsanto.” (Pullen Compl. ¶ 70; Wade Compl. ¶ 72)</p> | <p>Monsanto outlined its strategy to monopolize and restrain trade through licensing its genetically-modified soybean and corn seed traits to independent seed companies - including Pioneer - that competed both with Monsanto and with each other.” (Schoenbaum Compl. ¶ 101)</p> |
| <p>“According to an antitrust complaint filed by Syngenta in this Court, <i>Syngenta Seeds, Inc., v. Monsanto Company and Monsanto Technology, LLC</i>, C.A. No. 04-908-SLR, once Monsanto learned of Syngenta’s efforts to develop and market its own glyphosate-tolerant corn seed traits based on the GA21 event, Monsanto prohibited its seed company licensees from developing a seed trait using the GA21 event, effectively foreclosing competition from Syngenta in glyphosate-tolerant corn traits.” (ACGA Compl. ¶ 61)</p> | <p>“According to an antitrust complaint filed by Syngenta in this Court, <i>Syngenta Seeds, Inc., v. Monsanto Company and Monsanto Technology, LLC</i>, C.A. No. 04-908-SLR, once Monsanto learned of Syngenta’s efforts to develop and market its own glyphosate-tolerant corn seed traits based on the GA21 event, Monsanto prohibited its seed company licensees from developing a seed trait using the GA21 event, effectively foreclosing competition from Syngenta in glyphosate-tolerant corn traits.” (Pullen Compl. ¶ 74; Wade Compl. ¶ 76)</p> | <p>“Likewise, at different times during the Relevant Time Period, Syngenta has asserted, <i>inter alia</i>, that ‘Monsanto is a monopolist in the markets for every biotechnological corn trait available in the United States market,’ Complaint at ¶ 3, <i>Syngenta Seeds, Inc., v. Monsanto Co. and Monsanto Technology, LLC</i>, C.A. No. 04-908-SLR (D. Del. July 28, 2004); ‘Monsanto has maintained its monopoly power [in the corn seed trait market] through a series of exclusionary and unlawful practices . . . [including] den[ying] [competitor] seed companies access to these traits unless the seed companies agree to enter restrictive licenses designed to prevent competition.’ <i>Id.</i> at ¶ 4.” (Schoenbaum Compl. ¶ 49)</p> |
| <p>“Monsanto’s dealers and distributors are subject to a variety of restrictive conditions that limit their ability and incentive to sell competing glyphosate herbicide products and which in fact penalize them for selling non-Monsanto herbicides.” (ACGA Compl. ¶ 66)</p> | <p>“Monsanto’s dealers and distributors are subject to a variety of restrictive conditions that limit their ability and incentive to sell competing glyphosate herbicide products and which in fact penalize them for selling non-Monsanto herbicides.” (Pullen Compl. ¶ 83; Wade Compl. ¶ 85)</p> | <p>“Monsanto’s anticompetitive conduct was summed up . . . that ‘[t]he pressure Monsanto puts on dealers and distributors makes it very difficult for competitors to sell their own glyphosate products, even when those products are cheaper than Roundup.’” (Schoenbaum Compl. ¶ 135)</p> |
| <p>“Monsanto has various programs such as its so-called ‘Action Pact Program,’ pursuant to which Monsanto pays dealers and distributors a percentage rebate. . . .” (ACGA Compl. ¶ 67)</p> | <p>“Monsanto . . . has various programs such as its so-called ‘Action Pact Program,’ pursuant to which Monsanto pays dealers and distributors a percentage rebate. . . .” (Pullen Compl. ¶ 84; Wade Compl. ¶ 86)</p> | <p>“Monsanto employed anti-competitive marketing tactics, including . . . the ‘Action Pact’ program, and other programs. . . . Monsanto’s ‘Action Pact’ program rewards each participating seed retailer based on that retailer’s</p> |

| American Corn Growers Association Complaint | Pullen Seeds and Wade Farms Complaints | Schoenbaum Amended Complaint |
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| <p>“As a result of Monsanto’s rebate programs, dealers and distributors have little or no incentive to purchase, stock or sell generic glyphosate, because if they sell more than a <i>de minimus</i> amount, they stand to be penalized by losing the substantial rebates they would otherwise receive on the sale of Monsanto products.” (ACGA Compl. ¶ 68)</p> | <p>“As a result of Monsanto’s rebate programs, dealers and distributors have little or no incentive to purchase, stock or sell generic glyphosate since if they sell more than a <i>de minimus</i> amount, they stand to be penalized by losing the substantial rebates they would otherwise receive on the sale of Monsanto products.” (Pullen Compl. ¶ 85; Wade Compl. ¶ 87)</p> | <p>rate of growth in sales of seeds containing Monsanto’s traits. . . .” (Schoenbaum Compl. ¶¶ 129-130)</p> |
| <p>“Monsanto has also imposed exclusionary and restrictive conditions at the grower level that prevent growers from using generic glyphosate in connection with Monsanto’s glyphosate-tolerant seed traits. While Monsanto does not typically sell seeds directly to farmers, Monsanto requires growers to sign a technology license, the Grower’s Agreement and Technology Use Agreement (“TUA”), that effectively mandates that they use only Roundup herbicides on Roundup Ready crops.” (ACGA Compl. ¶ 70)</p> | <p>“Monsanto has also imposed exclusionary and restrictive conditions at the grower level that prevent growers from using generic glyphosate in connection with Monsanto’s glyphosate-tolerant seed traits. While Monsanto does not typically sell seeds directly to farmers, Monsanto requires growers to sign a technology license, Grower’s Agreement and Technology Use Agreement (“TUA”) that effectively mandates that they use only Roundup herbicides on Roundup Ready crops.” (Pullen Compl. ¶ 86; Wade Compl. ¶ 88)</p> | <p>“The terms of these programs have allowed Monsanto to use its market power in the broad-spectrum-herbicide-resistant soybean and corn seed and/or seed trait markets and the genetically-modified <i>Bt</i> corn seed and/or seed trait markets to exclude other potential competitors from the needed channels of distribution and to monopolize these markets.” (Schoenbaum Compl. ¶ 129)</p> <p>“In addition to setting forth the farmers’ obligation to pay the technology fee to Monsanto as an incorporated part of the price of any purchase of seeds containing Monsanto’s technologies, the Technology Agreement contains numerous other terms as well. These terms are so onerous that they demonstrate the anticompetitive lock that Monsanto has on the relevant genetically-modified seed and/or seed trait markets.” (Schoenbaum Compl. ¶ 91)</p> |

EXHIBIT 14



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Profile:

American Corn Growers Association

Connections



Center for Food Safety

On several occasions the Center for Food Safety (CFS) has added the American Corn Growers Association (ACGA) to the list of leftist groups endorsing its various anti-consumer petitions. In December 1999 and March 2000, for instance, CFS filed legal papers demanding that the U.S. Food and Drug Administration begin labeling all genetically enhanced food products, despite scientific evidence and long review processes demonstrating their safety. CFS and ACGA are also members of the "Bolin" group, a conglomeration of environmental and other anti-consumer groups (many funded by the same organic food producers) that pool their resources in order to try and force the government's hand on the labeling issue. ACGA and CFS are also both underwriters of the anti-technology propaganda web site CropChoice.com.



Environmental Media Services

Environmental Media Services (EMS) and the American Corn Growers Association (ACGA) are both members of the "Bolin" Group, a consortium of environmental and anti-technology groups. Bolin groups work together to cripple food technology by lobbying governments for "warning" labels designed to scare consumers. They also have access to millions in funding via members of the Environmental Grantmakers Association. In addition, both EMS and ACGA are among the institutional sponsors of CropChoice.com, a web site devoted to anti-food-technology propaganda. EMS has also arranged and promoted news conferences at which ACGA officers delivered speeches. One such event -- held in Washington in September 1999 -- featured ACGA board member Dan McGuire. The press release referred reporters to Stacia Tipton, an employee of Fenton Communications (EMS's parent company).



Foundation on Economic Trends

In the summer of 1999, a smattering of environmental activist groups and self-styled big thinkers met in Bolinas, California for the purpose of condemning genetically enhanced crops. The result was the so-called Pacific Declaration. Among the signatories were the Foundation on Economic Trends, Jeremy Rifkin, and the fringe American Corn Growers Association.



Greenpeace

Overview

Officers & Other Supporters

Quotes

Financials

Connections

News



Greenpeace and ACGA are both institutional sponsors of CropChoice.com, a web site devoted to anti-food-technology propaganda. Both groups are also members of the "Bolinas Group," a consortium of environmental and anti-technology groups. Bolinas groups work together to cripple food technology by lobbying governments for "warning" labels designed to scare consumers. Greenpeace and ACGA were also both among the signers of a March 2000 FDA petition brought by the organic marketer-funded Center for Food Safety, demanding mandatory product "warning" labels on genetically improved foods.



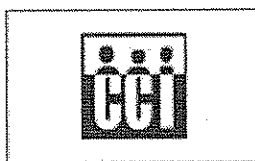
Institute for Agriculture and Trade Policy

The Institute for Agriculture and Trade Policy (IATP) and the American Corn Growers Association (ACGA) are both institutional sponsors of the anti-technology website CropChoice.com. The groups have joined forces on at least two occasions to endorse legal petitions brought by the organic marketer-funded Center for Food Safety against the U.S. Food and Drug Administration. Both IATP and ACGA are also members of the "Bolinas group," a conglomeration of environmental and other anti-consumer groups that pool their resources in order to try and force the government's hand on the labeling issue. Bolinas group members also have access to millions in funding via members of the Environmental Grantmakers Association.



Institute for Social Ecology

According to *Food Labeling News*, the Institute for Social Ecology and the American Corn Growers Association were part of a group of 25 environmental organizations that petitioned the U.S. Food and Drug Administration for mandatory biotech food labels in December 1999.



Iowa Citizens for Community Improvement

The dissident farmer/activists of the American Corn Growers Association have found a kindred spirit in Iowa Citizens for Community Improvement (ICCI). Both groups are members of the National Family Farm Coalition, an organization which uses the same politically-defined "family/factory farm" labels as ICCI. Both have also endorsed the "Farmers' Declaration on Genetic Engineering in Agriculture," a neo-Luddite screed that demands adherence to the discredited "precautionary principle."



Mothers for Natural Law

In December 1999 the American Corn Growers Association endorsed a legal action brought by a group of anti-technology organizations, including a Fairfield, Iowa group called the Alliance for Bio-Integrity. This latter outfit is controlled by followers of the Maharishi Mahesh Yogi, whose teachings also inspired Mothers for Natural Law. In addition, two Maharishi-oriented entities (the Natural Law Party and the Maharishi University of Management) are members of the "Bolinas Group," a coalition to which the American Corn Growers Association also belongs. The Bolinas Group is a consortium

of environmental and anti-technology groups, working together to cripple food technology by lobbying governments for "warning" labels designed to scare consumers. Bolinas group members also have access to millions in funding via members of the Environmental Grantmakers Association.



Natural Resources Defense Council

At a March 21, 2000, press conference, the organic marketer-funded Center for Food Safety unveiled a petition demanding that the U.S. Food and Drug Administration begin requiring warning labels on all genetically improved foods. Among the co-signers of this document were the American Corn Growers Association and the Natural Resources Defense Council.



Northern Plains Resource Council

In December 2001 a coalition of five activist groups was formed specifically "to fight agribusiness" during the formation of the 2002 Farm Bill in Washington. Called the "National Farm Action Campaign," this *ad hoc* federation included both the American Corn Growers Association and the Northern Plains Resource Council. Other members included the National Family Farm Coalition, the Missouri Rural Crisis Center, and Iowa Citizens for Community Improvement.



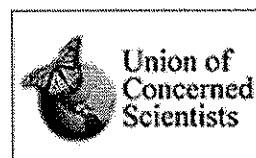
Organic Consumers Association

The American Corn Growers Association and the Organic Consumers Association both endorsed a March 2000 petition demanding that the U.S. Food and Drug Administration begin requiring warning labels on all genetically improved foods. The petition was written, organized, and promoted by the misleadingly named Center for Food Safety, which is underwritten by organic food marketing companies.



Sierra Club

The Sierra Club and the American Corn Growers Association are both members of the "Bolinas Group." The Bolinas Group is a consortium of environmental and anti-technology groups, working together to cripple food technology by lobbying governments for "warning" labels designed to scare consumers. Bolinas group members also have access to millions in funding via members of the Environmental Grantmakers Association.



Union of Concerned Scientists

Both the Union of Concerned Scientists and the American Corn Growers Association -- which, needless to say, does not really represent most corn growers -- joined the Center for Food Safety and more than 50 other foes of biotech in 2000 to demand that the FDA subject genetically enhanced foods to burdensome approval standards and labeling procedures.



Western Organization of Resource Councils

During the congressional battle over the 2002 farm bill, both

the American Corn Growers Association and the Western Organization of Resource Councils (along with 38 other anti-consumer agriculture groups) signed a letter to the members of the U.S. Senate Agriculture Committee. The letter encouraged Congress to adopt the terms of Senator Harkin's "co-competition title," which would have made it illegal for meatpackers to own their own beef cattle. Although this maneuver ultimately failed, it demonstrates the lengths to which some organizations will go to unfairly tilt the playing field in their favor: rather than competing with packers, groups like ACGA and WORC sought to eliminate them from the economy entirely.

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EXHIBIT 15

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Personal Fax 202-462-0862
Business Phone 202-835-0330 2nd: 301-203-8163
Fax 301-203-8164
Mobile N/A

ACGA Board Member & Senior Policy Analyst

Name John Dittrich
Address 53497 840 Road
City, State, Zip Meadow Grove, NE 68752
Personal Phone 402-634-2474
Business Phone N/A
Fax N/A
Mobile 402-640-7410

[HOME](#) | [DIRECTORS](#) | [NEWS](#) | [MEMBERSHIP](#) | [CONVENTION](#) | [LINKS](#) | [EMAIL](#)

EXHIBIT 16

2006 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT
(Limited Use License)PLEASE MAIL THE SIGNED 2006 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT TO:
Grower Licensing, Monsanto, 622 Emerson Road, Suite 150, St. Louis, MO 63141**GROWER INFORMATION (please print)**

Please complete this section with your business information. To sign this Agreement you must be the operator/grower for all fields that will grow plants from Seed you obtain containing Monsanto Technologies (defined below). You represent that you have full authority to and do hereby bind to this Agreement yourself, all entities for which you obtain Seed, all individuals and entities having an ownership interest in any entities for which you obtain Seed, and that Monsanto Company has not barred any of those individuals or entities from obtaining this limited-use license. Your name must be filled in and must match the signature below. This Monsanto Technology/Stewardship Agreement becomes effective if and when Monsanto issues the Grower a license number from Monsanto's home office in St. Louis, Missouri. Monsanto does not authorize seed dealers or seed retailers to issue a license of any kind for Monsanto Technologies.

Full Grower's Name (first/middle/last) Dr. Mr. Mrs. Ms. Suffix (Sr, Jr, II, III)

Farm Business Name

Corky Jones

Business Address (as listed with the FSA)

72983 647th Avenue

State

NE 68321

Area Code

Business Phone

Business City

Brownsville

Fax

PRIMARY SEED SUPPLIER

Business Name

Producers Hybrids

Area Code

Phone

402 675 2975 Battle Creek

City

State

NE

Zip

68715

Form Number

500437624

Lic. #:

412006

Batch #:

3793

Date:

MAR 1 - 2008

This Monsanto Technology/Stewardship Agreement is entered into between you (Grower) and Monsanto Company (Monsanto) and consists of the terms on this page and on the reverse side of this page.

This Monsanto Technology/Stewardship Agreement grants Grower a limited license to use Roundup Ready® soybeans, YieldGard® Corn Borer, YieldGard® Rootworm, YieldGard® Rootworm with Roundup Ready® Corn 2, YieldGard® Plus corn, YieldGard® Plus with Roundup Ready® Corn 2, Roundup Ready® Corn 2, YieldGard® Corn Borer with Roundup Ready® Corn 2, Roundup Ready® cotton, Bollgard® cotton, Bollgard® with Roundup Ready® Cotton, Bollgard II® cotton, Bollgard II® with Roundup Ready® Cotton, Roundup Ready® Flex Cotton, Bollgard II® with Roundup Ready® Flex Cotton, Roundup Ready® sugarbeets, Roundup Ready® Canola, and Roundup Ready® Alfalfa (Monsanto Technologies). This Agreement also contains Grower's stewardship responsibilities and requirements associated with the Monsanto Technologies.

1. GOVERNING LAW This Agreement and the parties' relationship shall be governed by the laws of the State of Missouri and the United States (without regard to the choice of law rules).

2. BINDING ARBITRATION FOR COTTON-RELATED CLAIMS MADE BY GROWER: Any claim or action made or asserted by a cotton Grower (or any other person claiming an interest in the Grower's cotton crop) against Monsanto or any seller of cotton Seed containing Monsanto Technology arising out of and/or in connection with this Agreement or the sale or performance of the cotton Seed containing Monsanto Technology other than claims arising under the patent laws of the United States must be resolved by binding arbitration. The parties acknowledge that the transaction involves interstate commerce. The parties agree that arbitration shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec. 1 et seq, and administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association ("AAA"). The term "seller" as used throughout this Agreement refers to all parties involved in the production, development, distribution, and/or sale of the Seed containing Monsanto Technology. In the event that a claim is not amicably resolved within 30 days of Monsanto's receipt of the Grower's notice required pursuant to this Agreement any party may initiate arbitration. The arbitration shall be heard in the capital city of the state of Grower's residence or in any other place as the parties decide by mutual agreement. When a demand for arbitration is filed by a party, the Grower and Monsanto/sellers shall each immediately pay one half of the AAA filing fee. In addition, Grower and Monsanto/sellers shall each pay one half of AAA's administrative and arbitrator fees as those fees are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award of the arbitrator(s) or as otherwise required by law.

3. FORUM SELECTION FOR NON-COTTON-RELATED CLAIMS MADE BY GROWER AND ALL OTHER CLAIMS: THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI, (ANY LAWSUIT MUST BE FILED IN ST. LOUIS, MO) FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND THE USE OF THE SEED OR THE MONSANTO TECHNOLOGIES, EXCEPT FOR COTTON-RELATED CLAIMS MADE BY GROWER.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION FOR COTTON RELATED CLAIMS PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ., WHICH MAY BE ENFORCED BY THE PARTIES.

GROWER SIGNATURE & DATE REQUIRED

x *Corky Jones*

Name

x 2-18-2006

Date

[The Agreement continues below and on the reverse side of this page.]



4. GROWER AGREES:

- To direct grain produced from corn containing the YieldGard Rootworm trait and stacks that include the Roundup Ready Corn 2 and/or YieldGard Rootworm trait(s) to appropriate markets as necessary.
- If growing Roundup Ready alfalfa: to comply with the Seed and Feed Use Agreement, which is incorporated and part of this Agreement, to direct any product produced from a Roundup Ready alfalfa crop or seed, including hay and hay products, only to those countries where regulatory approvals have been granted, and not to plant Roundup Ready alfalfa for the production of sprouts. Refer to the Technology Use Guide for additional information.
- To accept and continue the obligations of this Monsanto Technology Stewardship Agreement on any new land purchased or leased by Grower that has Seed planted on it by a previous owner or possessor of the land; and to notify in writing purchasers or lessees of land owned by Grower that has Seed planted on it that the Monsanto Technology is subject to this Monsanto Technology Stewardship Agreement and they must have or obtain their own Monsanto Technology Stewardship Agreement.
- To implement an Insect Resistance Management program as specified in the applicable Bollgard/Bollgard II cotton and YieldGard corn sections of the most recent Technology Use Guide (TUG) and Insect Resistance Management (IRM) guides and to cooperate and comply with Insect Resistance Management programs.
- To use Seed containing Monsanto Technologies solely for planting a single commercial crop. Not to save any crop produced from Seed for planting and not to supply Seed produced from Seed to anyone for planting other than to a Monsanto Licensed seed company.
- Not to transfer any Seed containing patented Monsanto Technologies to any other person or entity for planting.
- To plant Seed for Seed production, if and only if, Grower has entered into a valid, written Seed production agreement with a Seed company that is licensed by Monsanto to produce Seed. Grower must either physically deliver to that licensed Seed company or must sell or use as commodity grain all of the Seed produced pursuant to a Seed production agreement. Grower shall NOT plant any Seed Grower has produced or use or to allow others to use Seed containing patented Monsanto Technologies for crop breeding, research, or generation of herbicide resistance data.
- To use on Roundup Ready crops only a labeled Roundup® agricultural herbicide or other authorized non-selective herbicide which could not be used in the absence of the Roundup Ready gene (see TUG for details on authorized non-selective products). Use of any selective herbicide labeled for the same crop without the Roundup Ready gene is not restricted by this Agreement. MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES WHICH ARE LABELED FOR USE IN ROUNDUP READY CROPS. MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN ROUNDUP READY CROPS. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES SHOULD BE DIRECTED TO THOSE COMPANIES.
- To read and follow the applicable sections of the TUG, which is incorporated into and is a part of this Agreement, for specific requirements relating to the terms of this Agreement, and to abide by and be bound by the terms of the TUG as it may be amended from time to time.
- To acquire Seed containing these Monsanto Technologies only from a seed company with technology license(s) from Monsanto or from a licensed company's authorized dealer.
- To pay all technology fees due to Monsanto that are a part of, associated with or collected with the Seed purchase price or that are invoiced for the seed.
- Upon written request, to allow Monsanto to review the Farm Service Agency crop reporting information on any land farmed by Grower including Summary Acreage History Report, Form 578 and corresponding aerial photographs, Risk Management Agency claim documentation, and dealer/retailer invoices for seed and chemical transactions.
- To allow Monsanto to examine and copy any records and receipts that could be relevant to Grower's performance of this Agreement.



MONSANTO

MONSANTO COPY

0/00 06:49 FAX

01

2000 MONSANTO TECHNOLOGY AGREEMENT

FARM INFORMATION

Complete this section with your farm business information. Your name must be filled in and must match the signature below.

☐ Dr. ☒ Mr. ☐ Mrs. ☐ Ms.

Farm Business Name

D.E.N.N.I.S. M.I.T.C.H.E.L.L.

Your Name (First/Middle/Last)

39910 117th STREET

Business Address

H.D.O.U.G.H.T.O.N.

Business City

605

Area Code

985-6373

Business Phone

Area Code

State

Zip

FAX

What is your
role on the farm?
(Check One)

- ☒ Owner
☐ Owner/Oper.
☐ Operator
☐ Farm Mgr.
☐ Farmer/Dealer
☐ Other

Describe

FORM NUMBER

010381292

E-mail Address

CROP INFORMATION FOR THE 2000 GROWING SEASON

Please fill in the planned acres and type of seed you are interested in for the 2000 growing season, so we can keep you updated on important product information. (This section is NOT a purchase commitment or contract.)

TOTAL Crop Acres Planned for 2000
(All Varieties)

TOTAL Planned Technology Acres for 2000

Soybeans _____ acres
 Cotton _____ acres
 Corn _____ acres
 Rice _____ acres
 Wheat _____ acres
 Sugarbeets _____ acres
 Canola _____ acres

Roundup Ready® Soybeans _____ acres
 Bollgard® Cotton _____ acres
 Roundup Ready Cotton _____ acres
 Bollgard with Roundup Ready Cotton _____ acres
 YieldGard® Insect Protected Corn _____ acres
 Roundup Ready Corn _____ acres
 Roundup Ready Corn with YieldGard _____ acres
 Roundup Ready Sugarbeets _____ acres
 Roundup Ready Canola _____ acres

PRIME

RETAILER

4 SEAISON

Business Name

605 994-

Area Code

Phone



I.V.E.

SID

State

CROP CONSULTANT INFORMATION

Business Name

Contact Name (First/Middle/Last)

Mailing Address

City

Area Code

Business Phone

Are

TECHNOLOGY CARDS

Upon completion and submission of this page, you will be mailed a Technology Card with your name and individual Technology ID number. If more than one individual will be purchasing under this Agreement, you may request additional cards. The cards should be presented when purchasing MONSANTO gene technology for use in redeeming benefits offered under the Technology Value Package.

☐ Please send me _____ additional cards.

COTTON'S SELF-DEFENSE SYSTEM AGAINST WORMS

COTTON'S SELF-DEFENSE SYSTEM AGAINST WORMS

67764

Bollgard®
GENE by Monsanto

1-800-523-2333

REQUIRED
name and conditions of this12-8-00
Date

MONSANTO COPY

* ATTAL Brenda Jones

1999 TECHNOLOGY AGREEMENT

FARM INFORMATION

Please complete this section with your farm business information. Your name must be filled in and must match the signature below. If you have questions, please contact your DEKALB dealer or call Monsanto at 1-800-768-6387.

☒ Dr. ☐ Mr. ☐ Mrs. ☐ Ms.

Donald Clifton

Your Name (First/Middle/Last)

Farm Business Name

3016 Warner Road

Mailing Address

Milford DE

City

302 422-8618

Area Code

Business Phone

Area Code

State

Zip

FAX

What is your role on the farm?
(Check One)

- ☒ Owner
☐ Owner/Oper.
☐ Operator
☐ Farm Mgr.
☐ Other

Describe

E-mail Address

☐ Check here if you are a Farm Seed Dealer.

910012713

SIGNATURE AND DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this

Wm. Donald Clifton

Must be signed by the customer listed above.



L0043896

Upon completion and submission of this page, you will be mailed a Technology Card with your name and individual Technology ID number. This card should be presented when purchasing additional MONSANTO and DEKALB gene technologies, and for redseeding benefits offered under the Monsanto Technology Value Package.

☐ Please send me _____ additional cards.

MONSANTO COPY

2002 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT

(Limited Use License)

FARM INFORMATION

Please complete this section with your farm business information. The individuals and entities bound by the terms of this Agreement shall include the farm business listed below as well as all individuals or entities affiliated with, related to or having an ownership in such farm business. Your name must be filled in and must match the signature below.

☐ Dr. ☐ Mr. ☐ Mrs. ☐ Ms.
LUISA L. FARMIS, INC.
 Farm Business Name
CARLE E. LUISA
 Your Name (First-Middle-Last)
12374 STATE HWY 4
 Business Address
WILL CO. X
 Business City
308 478 5562 State **NE** Zip **68982**
 Area Code Business Phone Area Code FAX
 E-mail Address

What is your role on the farm?
(Check One)

☐ Owner
☒ Owner-Operator
☐ Operator
☐ Farm Mgr.
☐ Farmer-Dealer
☐ Other

Describe

FORM NUMBER

030230532

CROP INFORMATION FOR THE 2002 GROWING SEASON

Please fill in the planned acres and type of seed you are interested in for the 2002 growing season so we can keep you updated on important product information. (This section is NOT a purchase commitment or contract.)

TOTAL Crop Acres Planned for 2002 (fill in acres)

Soybeans 1110.0 acres
 Cotton 0 acres
 Corn 110.50 acres
 Rice 0 acres
 Wheat 180 acres
 Sugarbeets 0 acres
 Canola 0 acres

Technology Acres for 2002

1110.0 acres
0 acres
0 acres
0 acres
0 acres
0 acres
0 acres
0 acres

YieldGard Corn Borer with Roundup Ready Corn 0 acres
 Roundup Ready Sugarbeets 0 acres
 Roundup Ready Canola 0 acres

PRIMARY RETAILER/DEALER

CARLE E. LUISA
 Business Name
308 995 6114 **Holbrook** **NE**
 Area Code Phone City State

Business Name
 Contact Name (First-Middle-Last)
 Mailing Address
 City
 Area Code Business Phone

TECHNOLOGY

Upon completion and submission of this page, the individual Technology ID number is the Agreement, you may request additional or MONSANTO gene technologies and for seed.

X Please send me 2 additional cards.

FORMATION

SIGNATURE & DATE REQUIRED

have read and understand the terms and conditions of this Agreement, including the Technology Use Guide and the provisions related to the Disclaimer of Warranties, and If I do not agree to these terms, I agree to return the unopened bags of seed to my return policy. The undersigned acknowledges that he/she has the authority to bind the individuals and/or entities named in this Agreement.

Must be signed by the customer listed above. Date Aug 27/02

MONSANTO

1999 MONSANTO TECHNOLOGY AGREEMENT

FARM INFORMATION

Please complete this section with your farm business information. Your name must be filled in and must match the signature below.

☐ Dr. ☒ Mr. ☐ Mrs. ☐ Ms.

JOE BREWER

Your Name (First/Middle/Last)

SAME

Farm Business Name

RR #1 BOX 198

Mailing Address

RAMSEY

City

618

Area Code

423

Business Phone

2169

Area Code

State

IL

Zip

62080

FAX

What is your role on the farm? (Check One)

- ☐ Owner
☒ Owner/Oper.
☐ Operator
☐ Farm Mgr.
☐ Other

Describe

☐ Check here if you are a Farm Seed Dealer.

900435426

E-mail Address

CROP INFORMATION FOR THE 1999 GROWING SEASON

Please let us know your planned acres and type of seed you are interested in for the 1999 growing season. This section is NOT a purchase commitment or contract.

TOTAL Crop Acres Planned for 1999
(All Varieties)

TOTAL Planned Technology Acres for 1999

Soybeans 200 acres
 Cotton 225 acres
 Corn 150 acres
 Rice 150 acres
 Wheat 150 acres
 Sugarbeets 150 acres
 Canola 150 acres

Roundup Ready* Soybeans 100 acres
 Bollgard* Cotton 100 acres
 Roundup Ready Cotton 100 acres
 Bollgard with Roundup Ready Cotton 100 acres
 YieldGard* Insect Protected Corn 100 acres
 Roundup Ready Corn 100 acres
 Roundup Ready Sugarbeets 100 acres
 Roundup Ready Canola 100 acres

MONSANTO TECHNOLOGY CENTER/PRIMARY AG CHEMICAL RETAILER

HAYES SPREADING SERVICES

Business Name

618

Area Code

423

Phone

2823

Area Code

RAMSEY

City

State

IL

CROP CONSULTANT INFORMATION

SAME

Business Name

Contact Name

Mailing Address

City

Area Code

Business Phone

Area Code

FAX



L0090355

Zip

JUN 10 1999

SIGNATURE & DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this Agreement and that I agree to them.

Joe Brewer

5-28-99

Date

Must be signed by the customer listed above.

TECHNOLOGY CARDS

Upon completion and submission of this page, you will be mailed a Technology Card with your name and individual Technology ID number. This card should be presented when purchasing additional MONSANTO gene technologies, and for redeeming benefits offered under the Technology Value Package.

☐ Please send me additional cards.

MONSANTO COPY

Please complete this section with your business information. To sign this Agreement you must be the operator/grower for all fields that will grow plants from Seed you obtain containing Monsanto Technologies. All attributes and obligations are hereby bound to this Agreement all entities for which you obtain this Seed. Your name must be filled in and must match the signature below.

(defined below). You represent that you have full authority to and do hereby bind to this agreement all trailers on which you obtain this Speed. Your Name must be filled in the following:


| | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------------|-----|------|-----|--------------------------------|--|--|--|--|--|--|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Grower's Name (First/Middle/Last) | | | | | | | | | | Farm Business Name | | | | | | | | | | | | | | |
| Dr. | Mr. | Mrs. | Ms. | Suffix (Dr. Sr. II, III, etc.) | | | | | | D. | T. | F. | R. | I. | C. | H. | F. | a. | r. | m. | s. | P. | R. | S. |
| John | | | | | | | | | | D. T. F. R. I. C. H. F. a. r. m. s. P. R. S. | | | | | | | | | | | | | | |

Grower's Name (First/Middle/Last) Dr. Mr. Mrs. Ms. Suffix (jr, Sr, II, III, etc.) Farm Business Name
John Dittrich Farms PRS

g11 Business Address Business City State Zip
53497 840 R2 Tilden RE 68781

Area Code Business Phone Fax
402 368 7586

E-mail Address





שנת ה'תשס"ח

400081830

[illegible]

THIS SPACE FOR MONSANTO OFFICE USE ONLY, PLEASE LEAVE THIS SECTION BLANK:

Lic. #: 56209497 Batch #: 2528 Date: JUL 29 2004

This Monsanto Technology/Stewardship Agreement grants Grower a limited license to use Roundup Ready® soybeans, YieldGard® Corn Borer corn and YieldGard Rootworm® corn, Roundup Ready® corn, YieldGard Corn Borer with Roundup Ready® corn, Roundup Ready® cotton, Bollgard® cotton, Bollgard® with Roundup Ready® cotton, Bollgard® with Roundup Ready® cotton, Roundup Ready® sugarbeets, Roundup Ready® canola, and Roundup Ready Aflata® (Monsanto Technologies). This Agreement also contains Grower's stewardship responsibilities and requirements associated with the Monsanto Technologies.

GOVERNING LAW:

GOVERNING LAW:
This Agreement and the parties relationship shall be governed by the laws of the state of Missouri and the United States (other than the choice of law rules)

BINDING ARBITRATION FOR COTTON-RELATED CLAIMS MADE BY GROWER:

BINDING ARBITRATION FOR COTTON-RELATED CLAIMS MADE BY GROWER:

Any claim or action made or asserted by a cotton grower (or any other person claiming an interest in the grower's cotton crop) against Monsanto or any seller of cotton seed containing Monsanto Technology arising out of and/or in connection with this Agreement or the sale or performance of the cotton seed containing Monsanto Technology other than claims arising under the patent laws of the United States must be resolved by binding arbitration. The parties acknowledge that the transaction involved here is one involving interstate commerce. The parties agree that arbitration shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq., and the rules of procedure established by the American Arbitration Association ("AAA"). The term "seller" as used throughout this Agreement refers to all parties involved in the production, distribution, development, distribution, and/or sale of the Seed containing Monsanto Technology. In the event that a claim is not amicably resolved within thirty (30) days of written demand for arbitration, either party may elect to proceed with arbitration. The arbitrator(s) shall have the power to appoint the ultimate responsibility for all AAA fees in the final award. In addition, Grower and Monsanto/Seller shall each pay one half of AAA's administrative and arbitrator fees as those fees are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award of the arbitrator(s) or as otherwise required by law.

FORUM SELECTION FOR NON-COTTON-RELATED CLAIMS MADE BY GROWER AND ALL OTHER CLAIMS. THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI, (ANY LAWSUIT MUST BE FILED IN ST. LOUIS, MO) FOR ALL CLAIMS AND DISPUTES ARISING OUT OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE DISPUTES RELATING TO THE USE OF THE SEED, AND THE U.S. OF THE MONSANTO TECHNOLOGIES EXCEPT FOR COTTON-RELATED CLAIMS MADE BY GROWER.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION FOR COTTON RELATED CLAIMS PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. 1 ET SEQ., WHICH MAY BE ENFORCED BY THE PARTIES.

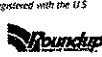
SIGNATURE & DATE REQUIRED D. H. R. Farms Partnership

SIGNATURE & DATE REQUIRED by J. M. [Signature] 7/14/04
Name Date

GROWER AGREES:

- GROWER AGREES:**
- To channel grain produced to appropriate markets as necessary to prevent movement to markets when the grain has not yet received regulatory approval for import.
 - To implement an Insect Resistance Management program as specified in the applicable Bollgard cotton and YieldGard corn sections of the most recent Technology Use Guide (TUG) and to cooperate and comply with Insect Resistance Management programs.
 - To use Seed containing Monsanto Technologies solely for planting a single commercial crop.
 - Not to supply any Seed containing patented Monsanto Technologies to any other person or entity for planting. Not to save any crop produced from this Seed for planting and not to supply Seed produced from this Seed to anyone for planting.
 - Not to use or to allow others to use Seed containing patented Monsanto Technologies for crop breeding, research, generation of herbicide registration data, or Seed production (unless Grower has entered into a valid, written production agreement with a licensed seed company).
 - To use on Roundup Ready crops only a Roundup® agricultural herbicide or other authorized non-selective herbicide which could not be used in the absence of the Roundup Ready gene (see TUG for details on authorized non-selective products). Use of any selective herbicide labeled for the same crop without the Roundup Ready gene is not authorized by this Agreement. MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES WHICH ARE LABELED FOR USE IN ROUNDUP READY CROPS). MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN ROUNDUP READY CROPS). ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES SHOULD BE DIRECTED TO THOSE COMPANIES.
 - To read and follow the applicable sections of the TUG, which is incorporated into and is a part of this Agreement, for specific requirements relating to the terms of this Agreement, and to abide by and be bound by the terms of the TUG as it may be amended from time to time.
 - To acquire Seed containing these Monsanto Technologies only from a seed company with technology license(s) from Monsanto or from a licensed company's authorized dealer.
 - To pay the Seed purchase price including any applicable technology fees.
 - To allow Monsanto to review the Farm Service Agency crop reporting information on any land farmed by Grower including Summary Acreage History Report, Form 578 and corresponding aerial photographs, Risk Management Agency claim documentation, and dealer/retailer invoices for your seed and chemical transactions.
- Grower understands that Monsanto does not warrant the performance of this Agreement.

* To allow Monsanto to examine and copy any records and receipts that could be relevant to Roundup Ready Alfalfa. This product is not currently registered with the U.S. Environmental Protection Agency and is not currently available for sale or commercial use. UPON APPROVAL, this Monsanto Technology/Stewardship Agreement (limited use license) will be used and shall govern the terms and conditions for the authorized use of alfalfa seed.



MONSANTO COPY

Please complete this section with your business information. To sign this Agreement you must be the operator/grower for all fields that will grow plants from Seed you obtain containing **Monsanto Technologies** (defined below) and on the second page of this Agreement). You represent that you have full authority to and do hereby bind to this Agreement all entities for which you obtain this Seed. Your name must be filed in and must match the signature on the second page of this Agreement.

This Monsanto Technology/Stewardship Agreement is entered into between you (Grower) and Monsanto Company (Monsanto) and consists of the terms on this page and on the second page.

YieldGard® Technology/Stewardship Agreement grants Grower a limited license to use Roundup Ready® soybeans, YieldGard® corn Borer corn and YieldGard Rootworm® corn, Roundup Ready® corn, YieldGard Corn Borer with Roundup Ready® corn, Roundup Ready® cotton, Bollgard® cotton, Bollgard® with Roundup Ready® cotton, Bollgard® cotton, Bollgard® cotton, Roundup Ready® cotton, Roundup Ready® sugarbeets, Roundup Ready® canola, and Roundup Ready Alfalfa® (Monsanto Technologies). This Agreement also contains Grower's stewardship responsibilities and requirements associated with the Monsanto Technologies.

Grower's rights may not be transferred to anyone else without the written consent of Monsanto. If Grower's rights are transferred with Monsanto's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights. If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

Grower acknowledges that Grower has received a copy of Monsanto's Technology Use Guide (TUG). To obtain additional copies of the Monsanto Technology Use Guide, contact Monsanto at 1-800-368-6387. This Agreement will remain in effect until either Grower or Monsanto choose to terminate the Agreement. Once you email information regarding new and existing Monsanto Technologies and any new terms will be mailed to you each year. Your continuing use of Monsanto Technologies after receipt of any new terms constitutes your agreement to be bound by the new terms. If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

- A limited use license to purchase and plant seed containing Monsanto Technologies ("Seed") and apply Roundup agricultural herbicides and other authorized non-selective herbicides over the top of Roundup Ready crops. Monsanto retains ownership of the Monsanto Technologies including the genes (for example, the Roundup Ready gene) and the gene technologies. Grower receives the right to use the Monsanto Technologies subject to the conditions specified in this Agreement and separate use agreements, which are required for canola and alfalfa.

- * Monsanto Technologies are protected under U.S. patent law. Monsanto licenses the Grower, under applicable patents owned or licensed by Monsanto, to use Monsanto Technologies subject to the conditions listed in this Agreement. This license does not authorize Grower to plant Seed in the United States that has been purchased in another country or plant Seed in another country that has been purchased in the United States
- * Enrollment in the value package called Roundup Rewards™, designed to bring increased benefits to you.
- * A limited use license to prepare and apply on glyphosate-tolerant soybeans, cotton, or canola crops (or have others prepare and apply) tank mixes of, or sequentially apply (or have others sequentially apply), Roundup agricultural herbicides or other glyphosate herbicides labeled for use on those crops with glufosinate, desethion, methidathion, flumioxaz, and/or hexamethaz to control volunteer Roundup Ready corn in Grower's crops for the 2004 growing season. However, neither Grower nor a third party may utilize any type of co-pack or premix of glyphosate plus one or more of the above-identified active ingredients in the preparation of a tank mix.

Thank you for choosing our advanced technologies. We look forward to working with you in the future. If you have any questions regarding the Monsanto Technologies or this license, please call the Monsanto Customer Relations Center at 1-800-ROUNDUP.

PLEASE MAIL THE ORIGINAL SIGNED 2004 MONSANTO TECHNOLOGY AGREEMENT TO: Grower Licensing, Monsanto, 622 Emerson Road, Suite 150, St. Louis, MO 63144. This Monsanto Technology Stewardship Agreement becomes effective if and when Monsanto issues the Grower a license number in St. Louis, Missouri. When signing this agreement, obtain a copy from the seed supplier.

The licensed US patents include for YieldGuard[®] Com Borer Com: 5,844,995; 5,525,656; 5,538,877; 5,538,880; 5,355,142; 5,322,031; 5,364,354; 5,365,635; 5,244,444; 5,244,445; 5,893,947; 5,895,747; 5,893,749; 5,424,700; YieldGuard Com Rowroom com: 5,176,320; 5,174,744; 5,484,966; 5,565,665; 5,538,787; 5,538,880; 5,539,944; 5,539,945; 5,539,946; 5,539,947; 5,539,948; 5,539,949; 5,539,950; 5,539,951; 5,539,952; 5,539,953; 5,539,954; 5,539,955; 5,539,956; 5,539,957; 5,539,958; 5,539,959; 5,539,960; 5,539,961; 5,539,962; 5,539,963; 5,539,964; 5,539,965; 5,539,966; 5,539,967; 5,539,968; 5,539,969; 5,539,970; 5,539,971; 5,539,972; 5,539,973; 5,539,974; 5,539,975; 5,539,976; 5,539,977; 5,539,978; 5,539,979; 5,539,980; 5,539,981; 5,539,982; 5,539,983; 5,539,984; 5,539,985; 5,539,986; 5,539,987; 5,539,988; 5,539,989; 5,539,990; 5,539,991; 5,539,992; 5,539,993; 5,539,994; 5,539,995; 5,539,996; 5,539,997; 5,539,998; 5,539,999; 5,540,000; 5,540,001; 5,540,002; 5,540,003; 5,540,004; 5,540,005; 5,540,006; 5,540,007; 5,540,008; 5,540,009; 5,540,010; 5,540,011; 5,540,012; 5,540,013; 5,540,014; 5,540,015; 5,540,016; 5,540,017; 5,540,018; 5,540,019; 5,540,020; 5,540,021; 5,540,022; 5,540,023; 5,540,024; 5,540,025; 5,540,026; 5,540,027; 5,540,028; 5,540,029; 5,540,030; 5,540,031; 5,540,032; 5,540,033; 5,540,034; 5,540,035; 5,540,036; 5,540,037; 5,540,038; 5,540,039; 5,540,040; 5,540,041; 5,540,042; 5,540,043; 5,540,044; 5,540,045; 5,540,046; 5,540,047; 5,540,048; 5,540,049; 5,540,050; 5,540,051; 5,540,052; 5,540,053; 5,540,054; 5,540,055; 5,540,056; 5,540,057; 5,540,058; 5,540,059; 5,540,060; 5,540,061; 5,540,062; 5,540,063; 5,540,064; 5,540,065; 5,540,066; 5,540,067; 5,540,068; 5,540,069; 5,540,070; 5,540,071; 5,540,072; 5,540,073; 5,540,074; 5,540,075; 5,540,076; 5,540,077; 5,540,078; 5,540,079; 5,540,080; 5,540,081; 5,540,082; 5,540,083; 5,540,084; 5,540,085; 5,540,086; 5,540,087; 5,540,088; 5,540,089; 5,540,090; 5,540,091; 5,540,092; 5,540,093; 5,540,094; 5,540,095; 5,540,096; 5,540,097; 5,540,098; 5,540,099; 5,540,100; 5,540,101; 5,540,102; 5,540,103; 5,540,104; 5,540,105; 5,540,106; 5,540,107; 5,540,108; 5,540,109; 5,540,110; 5,540,111; 5,540,112; 5,540,113; 5,540,114; 5,540,115; 5,540,116; 5,540,117; 5,540,118; 5,540,119; 5,540,120; 5,540,121; 5,540,122; 5,540,123; 5,540,124; 5,540,125; 5,540,126; 5,540,127; 5,540,128; 5,540,129; 5,540,130; 5,540,131; 5,540,132; 5,540,133; 5,540,134; 5,540,135; 5,540,136; 5,540,137; 5,540,138; 5,540,139; 5,540,140; 5,540,141; 5,540,142; 5,540,143; 5,540,144; 5,540,145; 5,540,146; 5,540,147; 5,540,148; 5,540,149; 5,540,150; 5,540,151; 5,540,152; 5,540,153; 5,540,154; 5,540,155; 5,540,156; 5,540,157; 5,540,158; 5,540,159; 5,540,160; 5,540,161; 5,540,162; 5,540,163; 5,540,164; 5,540,165; 5,540,166; 5,540,167; 5,540,168; 5,540,169; 5,540,170; 5,540,171; 5,540,172; 5,540,173; 5,540,174; 5,540,175; 5,540,176; 5,540,177; 5,540,178; 5,540,179; 5,540,180; 5,540,181; 5,540,182; 5,540,183; 5,540,184; 5,540,185; 5,540,186; 5,540,187; 5,540,188; 5,540,189; 5,540,190; 5,540,191; 5,540,192; 5,540,193; 5,540,194; 5,540,195; 5,540,196; 5,540,197; 5,540,198; 5,540,199; 5,540,200; 5,540,201; 5,540,202; 5,540,203; 5,540,204; 5,540,205; 5,540,206; 5,540,207; 5,540,208; 5,540,209; 5,540,210; 5,540,211; 5,540,212; 5,540,213; 5,540,214; 5,540,215; 5,540,216; 5,540,217; 5,540,218; 5,540,219; 5,540,220; 5,540,221; 5,540,222; 5,540,223; 5,540,224; 5,540,225; 5,540,226; 5,540,227; 5,540,228; 5,540,229; 5,540,230; 5,540,231; 5,540,232; 5,540,233; 5,540,234; 5,540,235; 5,540,236; 5,540,237; 5,540,238; 5,540,239; 5,540,240; 5,540,241; 5,540,242; 5,540,243; 5,540,244; 5,540,245; 5,540,246; 5,540,247; 5,540,248; 5,540,249; 5,540,250; 5,540,251; 5,540,252; 5,540,253; 5,540,254; 5,540,255; 5,540,256; 5,540,257; 5,540,258; 5,540,259; 5,540,260; 5,540,261; 5,540,262; 5,540,263; 5,540,264; 5,540,265; 5,540,266; 5,540,267; 5,540,268; 5,540,269; 5,540,270; 5,540,271; 5,540,272; 5,540,273; 5,540,274; 5,540,275; 5,540,276; 5,540,277; 5,540,278; 5,540,279; 5,540,280; 5,540,281; 5,540,282; 5,540,283; 5,540,284; 5,540,285; 5,540,286; 5,540,287; 5,540,288; 5,540,289; 5,540,290; 5,540,291; 5,540,292; 5,540,29

ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. Roundup® agricultural herbicides will kill crops that do not contain the Roundup Ready® gene. Roundup®, Roundup Ready®, Bollgard®, YieldGard®, and the Vike Symbol are trademarks of Monsanto Technology LLC. Roundup Rewards™ is a servicemark of Monsanto Technology LLC © 2001 Monsanto Company. Roundup Rewards applies only to Roundup branded and other specified Monsanto agricultural herbicides.



GROWER AGREES:

- To channel grain produced to appropriate markets as necessary to prevent movement to markets when the grain has not yet received regulatory approval for import.
- To implement an insect Resistance Management program as specified in the applicable Bollgard cotton and YieldGard corn sections of the most recent Technology Use Guide (TUG) and to cooperate and comply with Insect Resistance Management programs.
- To use Seed containing Monsanto Technologies solely for planting a single commercial crop.
- Not to supply any Seed containing patented Monsanto Technologies to any other person or entity for planting. Not to save any crop produced from this Seed for planting and not to supply Seed produced from this Seed to anyone for planting.
- Not to use or to allow others to use Seed containing patented Monsanto Technologies for crop breeding, research, generation of herbicide registration data, or Seed production (unless Grower has entered into a valid, written production agreement with a licensed seed company).
- To use on Roundup Ready crops only a Roundup® agricultural herbicide or other authorized non-selective herbicide which could not be used in the absence of the Roundup Ready gene (see TUG for details on authorized non-selective products). Use of any selective herbicide labeled for the same crop without the Roundup Ready gene is not restricted by this Agreement. MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES WHICH ARE LABELED FOR USE IN ROUNDUP READY CROPS. MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN ROUNDUP READY CROPS. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES SHOULD BE DIRECTED TO THOSE COMPANIES.
- To read and follow the applicable sections of the TUG, which is incorporated into and is a part of this Agreement, for specific requirements relating to the terms of this Agreement, and to abide by and be bound by the terms of the TUG as it may be amended from time to time.
- To acquire Seed containing these Monsanto Technologies only from a seed company with technology license(s) from Monsanto or from a licensed company's authorized dealer.
- To pay the Seed purchase price including any applicable technology fees.
- To allow Monsanto to review the Farm Service Agency crop reporting information on any land farmed by Grower including Summary Acreage History Report, Form 578 and corresponding aerial photographs, Risk Management Agency claim documentation, and dealer/invoice for your seed and chemical transactions.
- To allow Monsanto to examine and copy any records and receipts that could be relevant to Grower's performance of this Agreement.
- Final regulatory approvals are pending for Roundup Ready AGA. This product is not currently registered with the U.S. Environmental Protection Agency and is not currently available for sale as commercial use. UPOH APPROVAL, this Monsanto Technology/Seedling Agreement (limited use license) will be used and shall govern the terms and conditions for the authorized use of this seed.

GROWER UNDERSTANDS:

- Channeling: Grain/commodities harvested from Roundup Ready corn, YieldGard Corn Borer with Roundup Ready corn, Roundup Ready canola, YieldGard Rootworm corn, and Roundup Ready sugarcane are approved for U.S. food and feed use, but not yet approved in certain export markets where approval is not certain to be received before the end of 2004. As a result, Grower must direct those grain/commodities to the following approved market options (feeding on farm, use in domestic feed lots, elevation that agree to accept the grain, or other approved uses in domestic markets only). The American Seed Trade Association web site (www.amseed.org) includes a list of grain handlers' positions on accepting Roundup Ready corn. You must complete and send to Monsanto a Market Choices™ form. For additional information on grain market options or to obtain additional forms, call 1-800-768-6387.
- Regulatory approvals: Monsanto Technologies may only be used within the United States where the products have been approved for use by all required governmental agencies.
- Insect Resistance Management (IRM): When planting any YieldGard or Bollgard product, Grower must implement an IRM program including planting a non-Bt refuge according to the size and distance guidelines specified in the Bollgard cotton and YieldGard corn sections of the most recent Monsanto Technology Use Guide including any supplemental amendments (collectively "TUG"). Grower may lose Grower's limited use license to use these products if Grower fails to follow the IRM program required by this Agreement.
- Pollin flow: Refer to the TUG for information on crop stewardship regarding the potential movement of pollen to neighboring crops.

MONSANTO'S REMEDIES:

If Grower violates the terms of this Agreement, in addition to other remedies, Grower's rights pursuant to this Agreement will terminate immediately, and Grower and any entity receiving Seed from Grower are precluded from obtaining an Agreement or otherwise acquiring Seed of any brand in the future, and Grower's violation may result in infringement of one or more of the patents. Grower agrees to pay Monsanto and the licensed Monsanto Technology provider(s) their attorneys' fees and costs of enforcing this Agreement. If the Agreement is terminated, Grower will no longer have a right to purchase or use Seed containing Monsanto Technologies. Any obligations that arose before termination will continue in effect. In the event that Grower saves and uses, supplies, sells or acquires Seed for planting in violation of this Agreement, Grower will be liable to Monsanto for patent infringement. In addition, Grower agrees that Monsanto will suffer damages for breach of contract, that the measure of those damages is difficult to determine, and as a result Monsanto has the right to liquidated damages to recover Monsanto's losses as just compensation and not as a penalty. In the event that the Grower saves, supplies, sells or acquires Seed for planting in violation of this Agreement, in addition to other remedies available to the technology provider(s) the Grower agrees that damages will include a claim for liquidated damages which will be based on ten times the applicable technology fee/royalty (the premium Monsanto receives for the use of Monsanto Technologies) times the number of units of Seed purchased in the most recent year before each unauthorized use of Monsanto Technology. However, for Roundup Ready® soybeans, liquidated damages will be based on \$780 times the number of units of Seed purchased in the most recent year before each unauthorized use of Monsanto's technology.

Grower accepts the terms of the following **NOTICE REQUIREMENT, LIMITED WARRANTY AND DISCLAIMER OF WARRANTY AND EXCLUSIVE LIMITED REMEDY** by signing this Agreement and/or opening a bag of seed containing Monsanto Technology. If Grower does not agree to be bound by the conditions of purchase or use, Grower agrees to return the unopened bags to Grower's seed dealer.

NOTICE REQUIREMENT:

As a condition precedent to Grower or any other person with an interest in Grower's crop asserting any claim, action, or dispute against Monsanto and/or any seller of Seed containing Monsanto Technologies regarding performance or non-performance of Monsanto Technologies or the Seed in which it is contained, Grower must provide Monsanto a written, prompt, and timely notice (regarding performance or non-performance of the Monsanto Technologies) and to the seller of any Seed (regarding performance or non-performance of the Seed) within sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. The notice will be timely only if it is delivered 15 days or less after the Grower first observes the issue(s) regarding performance or non-performance of the Monsanto Technology and/or the Seed in which it is contained. The notice shall include a statement setting forth the nature of the claim, name of the Monsanto Technology, and Seed hybrid or variety.

LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES:

Monsanto warrants that the Monsanto Technologies licensed hereunder will perform as set forth in the TUG when used in accordance with directions. This warranty applies only to Monsanto Technologies contained in planting Seed that has been purchased from Monsanto and seed companies licensed by Monsanto or the seed company's authorized dealers or distributors. EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, MONSANTO MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.

GROWER'S EXCLUSIVE LIMITED REMEDY:

THE EXCLUSIVE REMEDY OF THE GROWER AND THE LIMIT OF THE LIABILITY OF MONSANTO OR ANY SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES RESULTING FROM THE USE OR HANDLING OF SEED CONTAINING MONSANTO TECHNOLOGY (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, TORT, OR OTHERWISE) SHALL BE THE PRICE PAID BY THE GROWER FOR THE QUANTITY OF THE SEED INVOLVED OR, AT THE ELECTION OF MONSANTO OR THE SEED SELLER, THE REPLACEMENT OF THE SEED. IN NO EVENT SHALL MONSANTO OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

GOVERNING LAW:

This Agreement and the parties relationship shall be governed by the laws of the state of Missouri and the United States (other than the choice of law rules).

BINDING ARBITRATION FOR COTTON-RELATED CLAIMS MADE BY GROWER:

Any claim or action made or asserted by a cotton Grower (or any other person claiming an interest in the Grower's cotton crop) against Monsanto or any seller of cotton Seed containing Monsanto Technology arising out of and/or in connection with this Agreement or the sale or performance of the cotton Seed containing Monsanto Technology other than claims arising under the patent laws of the United States must be resolved by binding arbitration. The parties acknowledge that the transaction involves interstate commerce. The parties agree that arbitration shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. and administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association ("AAA"). The term "seller" as used throughout this Agreement refers to all parties involved in the production, development, distribution, and/or sale of the Seed containing Monsanto Technology. In the event that a claim is not amicably resolved within 30 days of Monsanto's receipt of the Grower's notice required pursuant to this Agreement any party may initiate arbitration. The arbitration shall be heard in the capital city of the state of Grower's residence or in any other place as the parties decide by mutual agreement. When a demand for arbitration is filed by a party, the Grower and Monsanto/sellers shall each immediately pay one half of the AAA filing fee. In addition, Grower and Monsanto/sellers shall each pay one half of AAA's administrative and arbitrator fees as those fees are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award of the arbitrator(s) or as otherwise required by law.

FORUM SELECTION FOR NON-COTTON-RELATED CLAIMS MADE BY GROWER AND ALL OTHER CLAIMS. THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI (ANY LAWSUIT MUST BE FILED IN ST. LOUIS, MO) FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND THE USE OF THE SEED OR THE MONSANTO TECHNOLOGIES EXCEPT FOR COTTON-RELATED CLAIMS MADE BY GROWER.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION FOR COTTON RELATED CLAIMS PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ., WHICH MAY BE ENFORCED BY THE PARTIES.

SIGNATURE & DATE REQUIRED

Name Keith D. Welch for Dittrich Farms Partnership Date 7-28-09

BY SIGNING ABOVE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AGREE TO AND HEREBY ACCEPT ALL TERMS AND CONDITIONS ON BOTH PAGES OF THIS AGREEMENT.

2000 MONSANTO TECHNOLOGY AGREEMENT

FARM INFORMATION

Please complete this section with your farm business information. Your name must be filled in and must match the signature below.

☐ Dr. ☒ Mr. ☐ Mrs. ☐ Ms.

Farm Business Name

R. LARSON HERBERTA

Your Name (First/Middle/Last)

39949 114th STREET

Business Address

H. DUGGATION

Business City

State

Zip

Area Code

Business Phone

Area Code

FAX

What is your
role on the farm?
(Check One)

- ☐ Owner
☐ Owner/Oper.
☐ Operator
☐ Farm Mgr.
☐ Farmer/Dealer
☐ Other

Describe

E-mail Address

FORM NUMBER

010291159

CROP INFORMATION FOR THE 2000 GROWING SEASON

Please fill in the planned acres and type of seed you are interested in for the 2000 growing season, so we can keep you updated on important product information. (This section is NOT a purchase commitment or contract.)

TOTAL Crop Acres Planned for 2000

(All Varieties)

TOTAL Planned Technology Acres for 2000

Soybeans _____ acres

Roundup Ready* Soybeans _____ acres

Cotton _____ acres

Bollgard* Cotton _____ acres

Corn _____ acres

Roundup Ready Cotton _____ acres

Rice _____ acres

Bollgard with Roundup Ready Cotton _____ acres

Wheat _____ acres

YieldGard* Insect Protected Corn _____ acres

Sugarbeets _____ acres

Roundup Ready Corn _____ acres

Canola _____ acres

Roundup Ready Corn with YieldGard _____ acres

Roundup Ready Sugarbeets _____ acres

Roundup Ready Canola _____ acres

PRIMARY AG CHEMICAL RETAILER

FARMER'S UNION

Business Name

605

Phone

994-2231 HECLEA

City

SD

State

CROP CONSULTANT INFORMATION

Business Name

Contact Name (First/Middle/Last)

Mailing Address

City

State

Zip

Area Code

Business Phone

Area Code

FAX

AUG 30 2000

TECHNOLOGY CARDS

Upon completion and submission of this page, you will be mailed a Technology Card with your name and individual Technology ID number. If more than one individual will be purchasing under this Agreement, you may request additional cards. These cards should be presented when purchasing MONSANTO gene technologies and for redeeming benefits offered under the Technology Value Package.

☐ Please send me _____ additional cards.

SIGNATURE & DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this Agreement and that I agree to them.

[Signature]
 Must be signed by the customer listed above.

Date

MONSANTO COPY

MONSANTO TECHNOLOGY AGREEMENT

5204619

FARM INFORMATION

Please complete this section with your farm business information. Your name must be filled in and must match the signature below. If you have questions, please call Monsanto at 1-800-768-6387.

☐ Dr. ☒ Mr. ☐ Mrs. ☐ Ms.

Louis Smith

Your Name (First/Middle/Last)

Smithner Farms

Farm Business Name

1538 Cord Road

Mailing Address

Fremont

City

State

Zip

419 332 8031

Area Code

Business Phone

Area Code

FAX

E-Mail Address

What is your role on the farm? (Check One)

- ☐ Owner
☐ Owner/Oper.
☐ Operator
☐ Farm Mgr.
☐ Other

CROP INFORMATION FOR THE 1998 GROWING SEASON

Please enter your total planned acres for 1998. This section is NOT a purchase commitment or contract.

TOTAL Crop Acres Planned for 1998 (All Varieties)

Soybeans 300

Corn 300

Cotton

MONSANTO TECHNOLOGY CENTER PRIMARY AG CHEMICAL RETAILER

County Spring Farmers Coop

Business Name

419 334 8931 Fremont

Area Code

Phone

City

State

SIGNATURE & DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this Agreement and that I agree to them.

Louis J Smith Smithner Farms

Signature must match customer name listed above.

Date

TECHNOLOGY CARDS

Upon completion and submission of this page, you will be mailed a Technology Card with your name and individual Technology ID number. This card should be presented when purchasing additional MONSANTO gene technologies, and for redeeming benefits offered under the Technology Value Package.

☐ Please send me _____ additional cards.



L0110735

JUL 22 1998

MONSANTO COPY

MONSANTO TECHNOLOGY AGREEMENT

5664814

FARM INFORMATION

Please complete this section with your farm business information. Your name must be filled in and must match the signature below. If you have questions, please call Monsanto at 1-800-768-6387.

☐ Dr. ☒ Mr. ☐ Mrs. ☐ Ms.

Mark A Kuhn
Your Name (First/Middle/Last)

Farm Business Name

2667 240th St

Mailing Address

Charles City

City

State

Zip

Area Code

Business Phone

Area Code

FAX

515 228-2566 Kuhn 98 @fiat.net

E-Mail Address

What is your role on the farm?
(Check One)

☐ Owner

☒ Owner/Oper.

☐ Operator

☐ Farm Mgr.

☐ Other:

CROP INFORMATION FOR THE 1998 GROWING SEASON

Please enter your total planned acres for 1998.
This section is NOT a purchase commitment or contract.

TOTAL Crop Acres Planned for 1998 (All Varieties)

x Soybeans 400 x Corn 370 Cotton

MONSANTO TECHNOLOGY CENTER PRIMARY AG CHEMICAL RETAILER

Edward County Ag
Business Name

515 228-2916 Charles City Ia
Area Code Phone City State

SIGNATURE & DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this Agreement and that I agree to them.

x Mark A Kuhn
Signature must match customer name listed above.

5/15/99
Date

TECHNOLOGY CARDS

Upon completion and submission of this page, you will be mailed a card should be presented when purchasing additional MONSANTO Value Package.

☐ Please send me additional cards.



L0054113

Technology ID number. This card should be presented when purchasing additional MONSANTO Value Package.

SEP 27 1998

MONSANTO COPY

1999 MONSANTO TECHNOLOGY AGREEMENT

FARM INFORMATION

Please complete this section with your farm business information. Your name must be filled in and must match the signature below.

☐ Dr. ☐ Mr. ☐ Mrs. ☐ Ms.

Mark A Lounsbury

Your Name (First/Middle/Last)

Farm Business Name

48187 Hwy 20 Rev 110 SD

Mailing Address

Rev 110

State

Zip

What is your
role on the farm?
(Check One)

- ☒ Owner
☐ Owner/Oper.
☐ Operator
☐ Farm Mgr.
☐ Other

City

605 623 4567

Area Code

Business Phone

Area Code

FAX

Describe

E-mail Address

☐ Check here if you are a Farm Seed Dealer.

900304492

CROP INFORMATION FOR THE 1999 GROWING SEASON

Please let us know your planned acres and type of seed you are interested in for the 1999 growing season.

This section is NOT a purchase commitment or contract.

TOTAL Crop Acres Planned for 1999

(All Varieties)

TOTAL Planned Technology Acres for 1999

Soybeans 1132 acres

Roundup Ready Soybeans 950 acres

Cotton acres

Bollgard Cotton acres

Corn 555 acres

Roundup Ready Cotton acres

Rice acres

Bollgard with Roundup Ready Cotton acres

Wheat acres

YieldGard Insect Protected Corn 490 acres

Sugarbeets acres

Roundup Ready Corn acres

Canola acres

Roundup Ready Sugarbeets acres

Roundup Ready Canola acres

MONSANTO TECHNOLOGY CENTER/PRIMARY AG CHEMICAL RETAILER

Rev 110 Farmers Elevator

Business Name

Area Code

Phone

City

State

CROP CONSULTANT INFORMATION

Business Name

Bob Nareem

Contact Name

RR Corona

Mailing Address



L0030471

JUN 25 1999

City

605 432-6099

Area Code

Business Phone

Area Code

FAX

State

Zip

SIGNATURE & DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this Agreement and that I agree to them.

[Signature] 6-16-99

Must be signed by the customer listed above.

Date

TECHNOLOGY CARDS

Upon completion and submission of this page, you will be mailed a Technology Card with your name and individual Technology ID number. This card should be presented when purchasing additional MONSANTO gene technologies, and for redeeming benefits offered under the Technology Value Package.

☐ Please send me 2 additional cards.

MONSANTO COPY

MONSANTO TECHNOLOGY AGREEMENT

5583403

FARM INFORMATION

Please complete this section with your farm business information. Your name must be filled in and must match the signature below. If you have questions, please call Monsanto at 1-800-760-6387.

☐ Dr. ☐ Mr. ☐ Mrs. ☐ Ms.

Michael Paul Alibertis
Your Name (First/Middle/Last)

What is your
role on the farm?
(Check One)

☐ Owner
☒ Owner/Oper.
☐ Operator
☐ Farm Mgr.
☐ Other

Farm Business Name

2004 E 24 RD

Mailing Address

Marquette NE 68854

City

402 694-9670 402 854-2544

Area Code

Business Phone

Area Code

FAX

E-Mail Address

CROP INFORMATION FOR THE 1998 GROWING SEASON

Please enter your total planned acres for 1998.
This section is NOT a purchase commitment or contract.

TOTAL Crop Acres Planned for 1998 (All Varieties)

Soybeans 11200 Corn 111100 Cotton

MONSANTO TECHNOLOGY CENTER PRIMARY AG CHEMICAL RETAILER

Alibertis Chemicals
Business Name

402 694-2106 Alibertis NE

Area Code

Phone

City

State

SIGNATURE & DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this Agreement and that I agree to them.

Michael P. Alibertis
Signature must match customer name listed above.

Date

4/15/98

TECHNOLOGY CARDS

Upon completion and submission of this page, you will be mailed a Technology Card with your name and individual Technology ID number. This card should be presented when purchasing additional MONSANTO gene technologies, and for redeeming benefits offered under the Technology Value Package.

☐ Please send me 2 additional cards



L0248772

MONSANTO COPY

MONSANTO TECHNOLOGY AGREEMENT

5212041

FARM INFORMATION

Please complete this section with your farm business information. Your name must be filled in and must match the signature below. If you have questions, please call Monsanto at 1-800-768-6387.

☐ Dr. ☐ Mr. ☐ Mrs. ☐ Ms.

Roisler, R. W. G. I. S. I. O. W.

Your Name (First/Middle/Last)

~~7-14-1981 R. W. G. I. S. I. O. W. R. O. S. I. D.~~

Farm Business Name

119471 101111 F. W. I. S. I. O. W. R. O. S. I. D.

Mailing Address

E. D. W.

City

State

Zip

Area Code

Business Phone

Area Code

FAX

What is your role on the farm?
(Check One)

- ☐ Owner
☒ Owner/Operator
☐ Operator
☐ Farm Mgr.
☐ Other:



E-Mail Address

CROP INFORMATION FOR THE 1998 GROWING SEASON

Please enter your total planned acres for 1998.
This section is NOT a purchase commitment or contract.

TOTAL Crop Acres Planned for 1998 (All Varieties)

Soybeans 1115000 Corn 1112000 Cotton 1111111

MONSANTO TECHNOLOGY CENTER PRIMARY AG CHEMICAL RETAILER

Ag Chem INC

Business Name

410

632-2200

City

6111111111111111

State

SIGNATURE & DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this Agreement and that I agree to them.

R. W. G. I. S. I. O. W.

Signature must match customer name listed above.

Date

4/10/98

TECHNOLOGY CARDS

Upon completion and submission of this page, you will be mailed a Technology Card with your name and individual Technology ID number. This card should be presented when purchasing additional MONSANTO gene technologies, and for redeeming benefits offered under the Technology Value Package.

☐ Please send me _____ additional cards.

APR 17 1998

MONSANTO COPY

Southern and Western

2001 MONSANTO TECHNOLOGY AGREEMENT

If the information below is not correct, please cross out and clearly print your correct information in the space provided to the right.

FARM INFORMATION

Please complete this section with your farm business information. The individuals and entities bound by the terms of this Agreement shall include the farm business listed below as well as all individuals or entities affiliated with, related to or having an ownership in such farm business. Your name must be filled in and must match the signature below.

☐ Dr ☐ Mr. ☐ Mts. ☐ Ms.

8593210
Pine Lawn Farm Inc
Mr Sam J Darwin
191 Darwin Rd
Huntsville
AL 35811-9139
256-828-3270

Farm Business Name

Your Name (First/Middle/Last)

Business Address

Business City

State

Zip

() ()
Business Phone Fax

E-Mail Address

What is your role on the farm?
(Check One)

- ☐ Owner
☐ Owner/Oper
☐ Operator
☐ Farm Mgr.
☐ Farmer/Dealer
☐ Other

Describe

FORM NUMBER
020524071

PRIMARY AG CHEMICAL RETAILER

MADISON COUNTY COOP
PO BOX 68
HAZEL GREEN
AL 35750-0068
256-828-5360

Business Name

Business City

State

Zip

() ()
Business Phone Fax

Retailer Use Only

☐ Provided Signee with a Monsanto
Technology Use Guide

Retailer Signature

- ☐ No Signature Because:
☐ Deceased
☐ Would Not Sign
☐ No Longer Farming
☐ Other

Describe

PRIMARY SEED DEALER

Business Name

Business City

State

Zip

() ()
Business Phone Fax

CROP CONSULTANT INFORMATION

Name

Name (First/Middle/Last)

Address

Business Phone

State

Zip

() ()
Business Phone Fax

L0341045

PLEASE SEND ME ADDITIONAL TECHNOLOGY CARDS

Upon completion and submission of this page, you will receive a Technology Card with your name and individual Technology ID number. If more than one individual will be purchasing under this Agreement, you may request additional cards. These cards should be presented when purchasing MONSANTO gene technologies and for redeeming benefits offered under Roundup Rewards.

☐ Please send me _____ additional cards.

SIGNATURE & DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this Agreement, including the Monsanto Technology Use Guide and the provisions related to the Disclaimer of Warranties and Restrictive Remedies. If you do not agree to these terms, you should return the unopened bag to your dealer. The undersigned acknowledges that he/she has the authority to bind the farm business and/or entities subject to this Agreement.

Sam J Darwin 2-12-01
Date

Must be signed by the dealer listed above.

MONSANTO COPY

TECHNOLOGY AGREEMENT

1027475

SEED DEALER INFORMATION

H35 Z871460 Z871460
 STEVEN WATERS
 RR 3 BOX 107
 CARTER, SD 57526-9131

FARM INFORMATION

Please complete this section with your farm business information. Your name must be filled in and must match the signature below. If you have questions, please contact your DEKALB dealer or call Monsanto at 1-800-768-6387.

☐ Dr. ☒ Mr. ☐ Mrs. ☐ Ms.

Steven Dale Waters
 Your Name (First/Middle/Last)

Farm Business Name

RR 3 Box 107

Mailing Address

RR Carter SD 57526

City

605 557 3206 Same

Area Code

Business Phone

Area Code

FAX

What is your
 role on the farm?
 (Check One)

☐ Owner
☒ Owner/Oper.
☐ Operator
☐ Farm Mgr.
☐ Other:

E-Mail Address

SIGNATURE & DATE REQUIRED

I acknowledge that I have read and understand the terms and conditions of this Agreement and that I agree to them.

Steven Waters
 Signature must match customer name listed above.

7-9-99
 Date

TECHNOLOGY CARDS

Upon completion and submission of this page, you will be mailed a Technology Card with your name and individual Technology ID number. This card should be presented when purchasing additional MONSANTO and DEKALB seedling benefits offered under the Technology Value Package.

☐ Please send me _____ additional card.



AUG 06 1999

REC'D JUL 26 1999 6038

MONSANTO COPY

2006 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT
(Limited Use License)PLEASE MAIL THE SIGNED 2006 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT TO:
Grower Licensing, Monsanto, 622 Emerson Road, Suite 150, St. Louis, MO 63141**GROWER INFORMATION (please print)**

Please complete this section with your business information. To sign this Agreement you must be the operator/grower for all fields that will grow plants from Seed you obtain containing Monsanto Technologies (defined below). You represent that you have full authority to and do hereby bind to this Agreement yourself, all entities for which you obtain Seed, all individuals and entities having an ownership interest in any entities for which you obtain Seed, and that Monsanto Company has not barred any of those individuals or entities from obtaining this limited-use license. Your name must be filled in and must match the signature below. This Monsanto Technology/Stewardship Agreement becomes effective if and when Monsanto issues the Grower a license number from Monsanto's home office in St. Louis, Missouri. Monsanto does not authorize seed dealers or seed retailers to issue a license of any kind for Monsanto Technologies.

Full Grower's Name (First/Middle/Last) Dr. Mr. X Mrs. Ms. Suffix (Sr., Jr., II, III) Farm Business Name
Ray A. Roush TOR Farms
Business Address (as listed with the FSA) Business City
10150 E 700 N Van Buren
State Zip Area Code Business Phone Fax
IN 46991 765 375 3238

PRIMARY SEED SUPPLIER

Business Name
Area Code Phone City State Zip

Form Number

500397361

THIS SPACE FOR MONSANTO OFFICE USE ONLY, PLEASE LEAVE THIS SECTION BLANK:

Lic. #: 82661 Batch #: 4180 Date: JUL 28 2006

This Monsanto Technology/Stewardship Agreement is entered into between you (Grower) and Monsanto Company (Monsanto) and consists of the terms on this page and on the reverse side of this page.

This Monsanto Technology/Stewardship Agreement grants Grower a limited license to use Roundup Ready® soybeans, YieldGard® Corn Borer, YieldGard® Rootworm, YieldGard® Rootworm with Roundup Ready® Corn 2, YieldGard® Plus corn, YieldGard® Plus with Roundup Ready® Corn 2, Roundup Ready® Corn 2, YieldGard® Corn Borer with Roundup Ready® Corn 2, Roundup Ready® cotton, Bollgard® cotton, Bollgard® with Roundup Ready® Cotton, Bollgard II® cotton, Bollgard II® with Roundup Ready® Cotton, Roundup Ready® Flex Cotton, Bollgard II® with Roundup Ready® Flex Cotton, Roundup Ready® sugarcane, Roundup Ready® Canola, and Roundup Ready® Alfalfa (Monsanto Technologies). This Agreement also contains Grower's stewardship responsibilities and requirements associated with the Monsanto Technologies.

1. GOVERNING LAW: This Agreement and the parties' relationship shall be governed by the laws of the State of Missouri and the United States (without regard to the choice of law rules).

2. BINDING ARBITRATION FOR COTTON-RELATED CLAIMS MADE BY GROWER: Any claim or action made or asserted by a cotton Grower (or any other person claiming an interest in the Technology arising out of and/or in connection with this Agreement or the sale or performance of the cotton Seed containing Monsanto Technology other than the cotton crop) against Monsanto or any seller of cotton Seed containing Monsanto Technology must be resolved by binding arbitration. The parties agree that the transaction involves interstate commerce. The parties agree that arbitration shall be conducted pursuant to the rules of the American Arbitration Association ("AAA"). The term "seller" as used throughout this Agreement means the person who sold the cotton Seed to the Grower. The arbitration shall be held in the city of St. Louis, Missouri, or in any other place as the parties decide by written agreement. When a demand for arbitration is filed by a party, the Grower and Monsanto/seller shall, at their own expense, bear the power to appoint the arbitrator(s) or as otherwise required by the AAA. The arbitrator(s) shall have the power to appoint the arbitrator(s) or as otherwise required by the AAA. The arbitrator(s) shall have the power to appoint the arbitrator(s) or as otherwise required by the AAA.

3. FORUM SELECTION FOR NON-COTTON-RELATED CLAIMS MADE BY GROWER AND ALL OTHER CLAIMS: THE FEDERAL DISTRICT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI, (ANY LAWSUIT MUST BE FILED IN ST. LOUIS, MISSOURI, EXCEPT FOR COTTON-RELATED CLAIMS MADE BY GROWER).

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION FOR COTTON RELATED CLAIMS PURSUANT TO:

GROWER SIGNATURE & DATE REQUIRED

Name

[Signature]

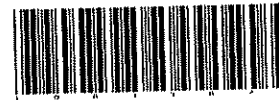
(The Agreement continues below)

4. GROWER AGREES

- To direct grain produced from corn containing the YieldGard Rootworm trait and stacks that include the Roundup Ready® trait to comply with the Seed and Feed Use Agreement, which is incorporated and its regulatory approvals have been granted, and not to plant Roundup Ready alfalfa for the production of sprouts. Re
- To accept and continue the obligations of this Monsanto Technology Stewardship Agreement on any new land purchased by Grower that has Seed planted on it that the Monsanto Technology is subject to this Monsanto Technology Stewardship Agreement.
- To implement an Insect Resistance Management program as specified in the applicable Bollgard/Bollgard II cotton Insect Resistance Management program.
- To use Seed containing Monsanto Technologies solely for planting a single commercial crop. Not to save any crop produced from Seed for planting and not to supply Seed produced from Seed to anyone for planting other than to a Monsanto licensed seed company.
- Not to transfer any Seed containing patented Monsanto Technologies to any other person or entity for planting.
- To plant Seed for Seed production, if and only if, Grower has entered into a valid, written Seed production agreement with a Seed company that is licensed by Monsanto to produce Seed. Grower must either physically deliver to that licensed Seed company or must sell or use as commodity grain all of the Seed produced pursuant to a Seed production agreement. Grower shall NOT plant any Seed Grower has produced or use or to allow others to use Seed containing patented Monsanto Technologies for crop breeding, research, or generation of herbicide resistance data.
- To use on Roundup Ready crops only a labeled Roundup® agricultural herbicide or other authorized non-selective herbicide which could not be used in the absence of the Roundup Ready gene (see TUG for details on authorized non-selective products). Use of any selective herbicide labeled for the same crop without the Roundup Ready gene is not restricted by this Agreement. MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES WHICH ARE LABELED FOR USE IN ROUNDUP READY CROPS. MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN ROUNDUP READY CROPS. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES SHOULD BE DIRECTED TO THOSE COMPANIES.
- To read and follow the applicable sections of the TUG, which is incorporated into and is a part of this Agreement, for specific requirements relating to the terms of this Agreement, and to abide by and be bound by the terms of the TUG as it may be amended from time to time.
- To acquire Seed containing these Monsanto Technologies only from a seed company with technology license(s) from Monsanto or from a licensed company's authorized dealer.
- To pay all technology fees due to Monsanto that are a part of, associated with or collected with the Seed purchase price or that are invoiced for the seed.
- Upon written request, to allow Monsanto to review the Farm Service Agency crop reporting information on any land farmed by Grower including Summary Acreage History Report, Form 576 and corresponding aerial photographs, Risk Management Agency claim documentation, and dealer/retailer invoices for seed and chemical transactions.
- To allow Monsanto to examine and copy any records and receipts that could be relevant to Grower's performance of this Agreement.

U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, MAY WITH THIS AGREEMENT AND THE USE OF THE SEED OR THE MONSANTO TECHNOLOGY.

I MAY BE ENFORCED BY THE PARTIES.



Essary. If a crop or seed, including hay and hay products, only to those countries where

assessor of the land; and to notify in writing purchasers or lessees of land

technology Stewardship Agreement.

technology Use Guide (TUG) and Insect Resistance Management (IRM) guides and to cooperate and comply with



MONSANTO COPY

EXHIBIT 17

GROWER AGREES:

- To direct grain produced from corn containing trait stacks that include the Roundup Ready Corn 2 and/or YieldGard Rootworm trait(s) to appropriate markets as necessary.
- If growing Roundup Ready Alfalfa to direct any product produced from a Roundup Ready Alfalfa crop or seed, including hay and hay products, only to those countries where regulatory approvals have been granted, and not to plant Roundup Ready Alfalfa for the production of sprouts. Refer to the Technology Use Guide for additional information.
- To accept and continue the obligations of this Monsanto Technology Stewardship Agreement on any new land purchased or leased by Grower that has Seed planted on it by a previous owner or possessor of the land; and to notify in writing purchasers or lessees of land owned by Grower that has Seed planted on it that the Monsanto Technology is subject to this Monsanto Technology Stewardship Agreement and they must have or obtain their own Monsanto Technology Stewardship Agreement.
- To Implement an Insect Resistance Management program as specified in the applicable Bollgard/Bollgard II cotton and YieldGard corn sections of the most recent Technology Use Guide (TUG) and Insect Resistance Management (IRM) guides and to cooperate and comply with insect Resistance Management programs.
- To use Seed containing Monsanto Technologies solely for planting a single commercial crop. Not to save any crop produced from Seed for planting and not to supply Seed produced from Seed to anyone for planting other than to a Monsanto licensed seed company.
- Not to transfer any Seed containing patented Monsanto Technologies to any other person or entity for planting.
- To plant Seed for Seed production, if and only if, Grower has entered into a valid, written Seed production agreement with a Seed company that is licensed by Monsanto to produce Seed. Grower must either physically deliver to that licensed Seed company or must sell or use as commodity grain all of the Seed produced pursuant to a Seed production agreement. Grower shall NOT plant any Seed Grower has produced or use or allow others to use Seed containing patented Monsanto Technologies for crop breeding, research, or generation of herbicide registration data.
- To use on Roundup Ready crops only a labeled Roundup® agricultural herbicide or other authorized non-selective herbicide which could not be used in the absence of the Roundup Ready gene (see TUG for details on authorized non-selective products). Use of any selective herbicide labeled for the same crop without the Roundup Ready gene is not restricted by this Agreement. MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES WHICH ARE LABELED FOR USE IN ROUNDUP READY CROP(S). MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN ROUNDUP READY CROP(S). ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES SHOULD BE DIRECTED TO THOSE COMPANIES.
- To read and follow the applicable sections of the TUG, which is incorporated into and is a part of this Agreement, for specific requirements relating to the terms of this Agreement, and to abide by and be bound by the terms of the TUG as it may be amended from time to time.
- To acquire Seed containing these Monsanto Technologies only from a seed company with technology license(s) from Monsanto or from a licensed company's authorized dealer.
- To pay all technology fees due to Monsanto that are a part of, associated with or collected with the Seed purchase price or that are invoiced for the seed.
- Upon written request, to allow Monsanto to review the Farm Service Agency crop reporting information on any land farmed by Grower including Summary Acreage History Report, Form 578 and corresponding aerial photographs, Risk Management Agency claim documentation, and dealer/retailer invoices for seed and chemical transactions.
- To allow Monsanto to examine and copy any records and receipts that could be relevant to Grower's performance of this Agreement.

GROWER UNDERSTANDS:

- Commodity Marketing: Grain/commodities harvested from YieldGard Plus corn, YieldGard Plus with Roundup Ready Corn 2, YieldGard Rootworm with Roundup Ready Corn 2, YieldGard Corn Borer with Roundup Ready Corn 2, and Roundup Ready Canola are approved for U.S. food and feed use but not yet approved in certain export markets where approval is not certain to be received before the end of 2007. As a result, Grower must direct those grain/commodities to the following approved market options: feeding on farm, use in domestic feed lots, elevators that agree to accept the grain, or other approved uses in domestic markets only. Go to www.866sellcorn.com for a list of Grain Handlers' positions on accepting transgenic corn. The American Seed Trade Association web site (www.amseed.org) includes a list of grain handlers' positions on accepting transgenic corn. You must complete and send to Monsanto a Market Choices® Grain Marketing Communication Plan. For additional information on grain market options or to obtain additional forms, call 1-800-768-6387.
- Regulatory approvals: Monsanto Technologies may only be used where the products have been approved for use by all required governmental agencies. For example, some Monsanto Technologies are not approved in all states. Check with your Monsanto representative if you have questions about the approval status in your state.
- Insect Resistance Management (IRM): When planting any YieldGard or Bollgard product, Grower must implement an IRM program including planting a non-B.t. refuge according to the size and distance guidelines specified in the Bollgard cotton and YieldGard corn sections of the most recent Monsanto Technology Use Guide including any supplemental amendments (collectively "TUG") and the crop specific IRM guides. Grower may lose Grower's limited use license to use these products if Grower fails to follow the IRM program required by this Agreement.
- Crop Stewardship & Specialty Crops: Refer to the section on Coexistence and Identity Preservation in the TUG for information on crop stewardship and considerations for production of identity preserved crops.
- Corn Trait Performance: All hybrids containing Monsanto corn traits (YieldGard Corn Borer corn, YieldGard Rootworm corn, YieldGard Plus corn, and Roundup Ready Corn 2) have been screened for the presence of the appropriate protein and have passed that screening prior to commercial sale. YieldGard Rootworm corn and YieldGard Plus corn hybrids have achieved industry leading success rates in excess of 99%. A small number of these hybrids may infrequently demonstrate variable levels of performance in fields and not meet grower expectations.

MONSANTO'S REMEDIES:

If Grower breaches this Agreement, in addition to Monsanto's other remedies, Grower's limited-use license will terminate immediately. Thereafter, Monsanto will not accept any application for a new Monsanto Technology/Stewardship Agreement unless Monsanto provides in writing an authorization specifically naming Grower. Any such purported agreement that does not contain Monsanto's express authorization (whether a license number has been issued or not) is void. If Grower is found by any court to have breached any term of this Agreement and/or to have infringed one or more of the U.S. patents listed below, Grower agrees that, among other things, Monsanto will be entitled to a permanent injunction enjoining Grower from making, using, selling, or offering for sale Seed. Additionally, Grower agrees that any such finding of infringement by Grower shall entitle Monsanto to patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et. seq. Grower will also be liable for all breach of contract damages. If Grower is found by any court to have infringed one or more of the U.S. patents listed below or otherwise to have breached this agreement, Grower agrees to pay Monsanto and the licensed Monsanto Technology provider(s) their attorneys' fees and costs and other expenses incurred in enforcing rights under the contract including, but not limited to, expenses incurred in the investigation of the breach of this agreement and/or infringement of one or more of the U.S. patents listed below.

Grower accepts the terms of the following NOTICE REQUIREMENT, LIMITED WARRANTY AND DISCLAIMER OF WARRANTY AND EXCLUSIVE LIMITED REMEDY by signing this Agreement and/or opening a bag of Seed containing Monsanto Technology. If Grower does not agree to be bound by the conditions of purchase or use, Grower agrees to return the unopened bags to Grower's seed dealer.

NOTICE REQUIREMENT:

As a condition precedent to Grower or any other person with an interest in Grower's crop asserting any claim, action, or dispute against Monsanto and/or any seller of Seed containing Monsanto Technologies regarding performance or non-performance of Monsanto Technologies or the Seed in which it is contained, Grower must provide Monsanto a written, prompt, and timely notice (regarding performance or non-performance of the Monsanto Technologies) and to the seller of any Seed (regarding performance or non-performance of the Seed) within sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. The notice will be timely only if it is delivered 15 days or less after the Grower first observes the issue(s) regarding performance or non-performance of the Monsanto Technology and/or the Seed in which it is contained. The notice shall include a statement setting forth the nature of the claim, name of the Monsanto Technology, and Seed hybrid or variety.

LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES:

Monsanto warrants that the Monsanto Technologies licensed hereunder will perform as set forth in the TUG when used in accordance with directions. This warranty applies only to Monsanto Technologies contained in planting Seed that has been purchased from Monsanto and seed companies licensed by Monsanto or the seed company's authorized dealers or distributors. EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, MONSANTO MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

GROWER'S EXCLUSIVE LIMITED REMEDY:

THE EXCLUSIVE REMEDY OF THE GROWER AND THE LIMIT OF THE LIABILITY OF MONSANTO OR ANY SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES RESULTING FROM THE USE OR HANDLING OF SEED CONTAINING MONSANTO TECHNOLOGY (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, TORT, OR OTHERWISE) SHALL BE THE PRICE PAID BY THE GROWER FOR THE QUANTITY OF THE SEED INVOLVED OR, AT THE ELECTION OF MONSANTO OR THE SEED SELLER, THE REPLACEMENT OF THE SEED. IN NO EVENT SHALL MONSANTO OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

Thank you for choosing our advanced technologies. We look forward to working with you in the future. If you have any questions regarding the Monsanto Technologies or this license, please call the Monsanto Customer Relations Center at: 1-800-ROUNDUP.

GOVERNING LAW: This Agreement and the parties' relationship shall be governed by the laws of the State of Missouri and the United States (without regard to the choice of law rules).

BINDING ARBITRATION FOR COTTON-RELATED CLAIMS MADE BY GROWER: Any claim or action made or asserted by a cotton Grower (or any other person claiming an interest in the Grower's cotton crop) against Monsanto or any seller of cotton Seed containing Monsanto Technology arising out of and/or in connection with this Agreement or the sale or performance of the cotton Seed containing Monsanto Technology other than claims arising under the patent laws of the United States must be resolved by binding arbitration. The parties acknowledge that the transaction involves interstate commerce. The parties agree that arbitration shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. and administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association ("AAA"). The term "seller" as used throughout this Agreement refers to all parties involved in the production, development, distribution, and/or sale of the Seed containing Monsanto Technology. In the event that a claim is not amicably resolved within 30 days of Monsanto's receipt of the Grower's notice required pursuant to this Agreement any party may initiate arbitration. The arbitration shall be heard in the capital city of the state of Grower's residence or in any other place as the parties decide by mutual agreement. When a demand for arbitration is filed by a party, the Grower and Monsanto/sellers shall each immediately pay one half of the AAA filing fee. In addition, Grower and Monsanto/sellers shall each pay one half of AAA's administrative and arbitrator fees as those fees are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award of the arbitrator(s) or as otherwise required by law.

FORUM SELECTION FOR NON-COTTON-RELATED CLAIMS MADE BY GROWER AND ALL OTHER CLAIMS: THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI, (ANY LAWSUIT MUST BE FILED IN ST. LOUIS, MO) FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SEED OR THE MONSANTO TECHNOLOGIES, EXCEPT FOR COTTON-RELATED CLAIMS MADE BY GROWER.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION FOR COTTON RELATED CLAIMS PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ., WHICH MAY BE ENFORCED BY THE PARTIES.

GROWER SIGNATURE & DATE REQUIRED

Name

Date

EXHIBIT 18

Form **990** **Return of Organization Exempt From Income Tax**
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)
 Department of the Treasury Internal Revenue Service
 OMB No. 1545-0047
2004
 Open to Public Inspection

► The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2004 calendar year, or tax year beginning and ending

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Final return
☐ Amended return
☐ Application pending

Please use IRS label or print or type. See Specific Instructions.

C Name of organization
AMERICAN CORN GROWERS ASSOCIATION
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
P.O. BOX 18157
 City or town, state or country, and ZIP + 4
WASHINGTON, DC 20036

D Employer identification number
52-1513597

E Telephone number
2028350330

F Accounting method: ☒ Cash ☐ Accrual
☐ Other (specify) _____

H and **I** are not applicable to section 527 organizations.
H(a) Is this a group return for affiliates? ☐ Yes ☒ No
H(b) If "Yes," enter number of affiliates: _____
H(c) Are all affiliates included? ☐ Yes ☒ No (If "No," attach a list.)
H(d) Is this a separate return filed by an organization covered by a group ruling? ☐ Yes ☒ No
I Group Exemption Number: _____

G Website: **WWW.ACGA.ORG**

J Organization type (check only one) ☒ 501(c) (6) (insert no.) ☐ 4947(a)(1) or ☐ 527

K Check here ☐ if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS; but if the organization received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 **345319.**

M Check ☐ if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances

| | | | |
|-------------|--|----------------|----------------|
| 1 | Contributions, gifts, grants, and similar amounts received: | | |
| a | Direct public support | 1a | 318450. |
| b | Indirect public support | 1b | |
| c | Government contributions (grants) | 1c | |
| d | Total (add lines 1a through 1c) (cash \$ 318450. noncash \$ _____) | 1d | 318450. |
| 2 | Program service revenue including government fees and contracts (from Part VII, line 93) | 2 | |
| 3 | Membership dues and assessments | 3 | 22362. |
| 4 | Interest on savings and temporary cash investments | 4 | |
| 5 | Dividends and interest from investments | 5 | |
| 6 a | Gross rents | 6a | |
| b | Less: rental expense | 6b | |
| c | Net rental income (or loss) (subtract line 6b from line 6a) | 6c | |
| 7 | Other investment income (describe _____) | 7 | |
| 8 a | Gross amount from sales of inventory | (A) Securities | (B) Other |
| b | Less: cost or other basis and sales expenses | 8a | 8b |
| c | Gain or (loss) (attach schedule) | 8c | |
| d | Net gain or (loss) (combine line 8c, columns (A) and (B)) | 8d | |
| 9 | Special events and activities (attach schedule). If any amount is from gaming, check here <input type="checkbox"/> | | |
| a | Gross revenue (not including \$ _____ of contributions reported on line 1a) | 9a | |
| b | Less: direct expenses other than fundraising expenses | 9b | |
| c | Net income or (loss) from special events (subtract line 9b from line 9a) | 9c | |
| 10 a | Gross sales of inventory, less returns and allowances | 10a | |
| b | Less: cost of goods sold | 10b | |
| c | Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a) | 10c | |
| 11 | Other revenue (from Part VII, line 103) | 11 | 4507. |
| 12 | Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11) | 12 | 345319. |
| 13 | Program services (from line 44, column (B)) | 13 | 241853. |
| 14 | Management and general (from line 44, column (C)) | 14 | 104870. |
| 15 | Fundraising (from line 44, column (D)) | 15 | |
| 16 | Payments to affiliates (attach schedule) | 16 | |
| 17 | Total expenses (add lines 13 and 14, column (A)) | 17 | 346723. |
| 18 | Excess or (deficit) for the year (subtract line 17 from line 12) | 18 | -1404. |
| 19 | Net assets or fund balances at beginning of year (from line 73, column (A)) | 19 | 11301. |
| 20 | Other changes in net assets or fund balances (attach explanation) | 20 | 0. |
| 21 | Net assets or fund balances at end of year (combine lines 18, 19, and 20) | 21 | 9897. |

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LHA For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2004)

10090429 792792 42025-02

2004.05040 AMERICAN CORN GROWERS ASSOC 42025-01

AMERICAN CORN GROWERS ASSOCIATION

52-1513597

Part II Statement of Functional Expenses All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others. Page 2

| Do not include amounts reported on line 6b, 8b, 9b, 10b, or 15 of Part I. | (A) Total | (B) Program services | (C) Management and general | (D) Fundraising |
|--|-------------|----------------------|----------------------------|-----------------|
| 22 Grants and allocations (attach schedule) (cash \$ _____ noncash \$ _____) | 22 | | | |
| 23 Specific assistance to individuals (attach schedule) | 23 | | | |
| 24 Benefits paid to or for members (attach schedule) | 24 | | | |
| 25 Compensation of officers, directors, etc. | 25 100000. | 62000. | 38000. | 0. |
| 26 Other salaries and wages | 26 29468. | 29468. | | |
| 27 Pension plan contributions | 27 | | | |
| 28 Other employee benefits | 28 | | | |
| 29 Payroll taxes | 29 | | | |
| 30 Professional fundraising fees | 30 | | | |
| 31 Accounting fees | 31 3865. | | 3865. | |
| 32 Legal fees | 32 | | | |
| 33 Supplies | 33 11817. | | 11817. | |
| 34 Telephone | 34 6245. | | 6245. | |
| 35 Postage and shipping | 35 707. | | 707. | |
| 36 Occupancy | 36 20007. | | 20007. | |
| 37 Equipment rental and maintenance | 37 | | | |
| 38 Printing and publications | 38 6003. | | 6003. | |
| 39 Travel | 39 12226. | | 12226. | |
| 40 Conferences, conventions, and meetings | 40 7017. | 7017. | | |
| 41 Interest | 41 | | | |
| 42 Depreciation, depletion, etc. (attach schedule) | 42 | | | |
| 43 Other expenses not covered above (itemize): | | | | |
| a _____ | 43a | | | |
| b _____ | 43b | | | |
| c _____ | 43c | | | |
| d _____ | 43d | | | |
| e See Statement 1 | 43e 149368. | 143368. | 6000. | |
| 44 Total functional expenses (add lines 22 through 43). Organizations completing columns (B)-(D), carry these totals to lines 13-15. | 44 346723. | 241853. | 104870. | 0. |

Joint Costs. Check ☐ if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ☐ Yes ☒ No

If "Yes," enter (i) the aggregate amount of these joint costs \$ _____; (ii) the amount allocated to Program services \$ _____;

(iii) the amount allocated to Management and general \$ _____; and (iv) the amount allocated to Fundraising \$ _____

Part II Statement of Program Service Accomplishments

What is the organization's primary exempt purpose? ☐

ALTERNATIVE USES OF CORN PRODUCT

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

Program Service Expenses
(Required for 501(c)(3) and (4) orgs., and 4947(a)(1) trusts; but optional for others.)

| | |
|---|------------------------------|
| a TO PROMOTE ALTERNATIVE USES OF CORN AND BY PRODUCTS | |
| (Grants and allocations \$ 318450.) | 241853. |
| b | |
| (Grants and allocations \$) | |
| c | |
| (Grants and allocations \$) | |
| d | |
| (Grants and allocations \$) | |
| e Other program services (attach schedule) | (Grants and allocations \$) |
| f Total of Program Service Expenses (should equal line 44, column (B), Program services) | 241853. |

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Form 990 (2004)

Form 990 (2004)

AMERICAN CORN GROWERS ASSOCIATION

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Page 3

Part IV Balance Sheets

Note: Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.

| | | (A) Beginning of year | | (B) End of year |
|--|---|--|-----------|--------------------|
| Assets | 45 Cash - non-interest-bearing | 14761. | 45 | 8357. |
| | 46 Savings and temporary cash investments | | 46 | |
| | 47 a Accounts receivable | 47a | | |
| | b Less: allowance for doubtful accounts | 47b | 47c | |
| | 48 a Pledges receivable | 48a | | |
| | b Less: allowance for doubtful accounts | 48b | 48c | |
| | 49 Grants receivable | | 49 | |
| | 50 Receivables from officers, directors, trustees, and key employees | | 50 | |
| | 51 a Other notes and loans receivable | 51a | | |
| | b Less: allowance for doubtful accounts | 51b | 51c | |
| | 52 Inventories for sale or use | | 52 | |
| | 53 Prepaid expenses and deferred charges | | 53 | |
| | 54 Investments - securities | <input type="checkbox"/> Cost <input type="checkbox"/> FMV | 54 | |
| | 55 a Investments - land, buildings, and equipment: basis | 55a 1540. | | |
| | b Less: accumulated depreciation | 55b | 55c 1540. | 1540. |
| 56 Investments - other | | 56 | | |
| 57 a Land, buildings, and equipment: basis | 57a | | | |
| b Less: accumulated depreciation | 57b | 57c | | |
| 58 Other assets (describe | | 58 | | |
| 59 Total assets (add lines 45 through 58) (must equal line 74) | 16301. | 59 | 9897. | |
| Liabilities | 60 Accounts payable and accrued expenses | 5000. | 60 | |
| | 61 Grants payable | | 61 | |
| | 62 Deferred revenue | | 62 | |
| | 63 Loans from officers, directors, trustees, and key employees | | 63 | |
| | 64 a Tax-exempt bond liabilities | | 64a | |
| | b Mortgages and other notes payable | | 64b | |
| | 65 Other liabilities (describe | | 65 | |
| 66 Total liabilities (add lines 60 through 65) | 5000. | 66 | 0. | |
| Net Assets or Fund Balances | Organizations that follow SFAS 117, check here <input type="checkbox"/> and complete lines 67 through 69 and lines 73 and 74. | | | |
| | 67 Unrestricted | | 67 | |
| | 68 Temporarily restricted | | 68 | |
| | 69 Permanently restricted | | 69 | |
| | Organizations that do not follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 70 through 74. | | | |
| | 70 Capital stock, trust principal, or current funds | 0. | 70 | 0. |
| | 71 Paid-in or capital surplus, or land, building, and equipment fund | 0. | 71 | 0. |
| | 72 Retained earnings, endowment, accumulated income, or other funds | 11301. | 72 | 9897. |
| 73 Total net assets or fund balances (add lines 67 through 69 or lines 70 through 72; column (A) must equal line 19; column (B) must equal line 21) | 11301. | 73 | 9897. | |
| 74 Total liabilities and net assets / fund balances (add lines 66 and 73) | 16301. | 74 | 9897. | |

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

| | |
|-----------|--|
| Part IV-B | Reconciliation of Expenses per Audited Financial Statements with Expenses per Return |
|-----------|--|

| | | | | |
|-----|---|---|---|---------|
| a | Total expenses and losses per audited financial statements | ▶ | a | 346723. |
| b | Amounts included on line a but not on line 17, Form 990: | | | |
| (1) | Donated services and use of facilities ... \$ | | | |
| (2) | Prior year adjustments reported on line 20, Form 990 ... \$ | | | |
| (3) | Losses reported on line 20, Form 990 ... \$ | | | |
| (4) | Other (specify): | | | |
| | \$ | | | |
| | Add amounts on lines (1) through (4) ... | ▶ | b | 0. |
| c | Line a minus line b | ▶ | c | 346723. |
| d | Amounts included on line 17, Form 990 but not on line a: | | | |
| (1) | Investment expenses not included on line 6b, Form 990 ... \$ | | | |
| (2) | Other (specify): | | | |
| | \$ | | | |
| | Add amounts on lines (1) and (2) ... | ▶ | d | 0. |
| e | Total expenses per line 17, Form 990 (line c plus line d) ... | ▶ | e | 346723. |

| (A) Name and address | (B) Title and average hours per week devoted to position | (C) Compensation (If not paid, enter -0-) | (D) Contributions to employee benefit plans & deferred compensation | (E) Expense account and other allowances |
|--|--|---|---|--|
| <div>-----</div> <div>-----</div> <div>See Statement 2</div> | | 100000. | 0. | 0. |
| <div>-----</div> <div>-----</div> <div>-----</div> | | | | |
| <div>-----</div> <div>-----</div> <div>-----</div> | | | | |
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| <div>-----</div> <div>-----</div> <div>-----</div> | | | | |

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Form 990 (2004)

Form 990 (2004)

AMERICAN CORN GROWERS ASSOCIATION

52-1513597

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Part VI Other Information

| | Yes | No |
|--|-----|----|
| 76 Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity | | X |
| 77 Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes. | | X |
| 78 a Did the organization have unrelated business gross income of \$1,000 or more during the year covered by this return? | | X |
| b If "Yes," has it filed a tax return on Form 990-T for this year? N/A | | |
| 79 Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement | | X |
| 80 a Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization? | X | |
| b If "Yes," enter the name of the organization AMERICAN CORN GROWERS FOUNDATION and check whether it is <input checked="" type="checkbox"/> exempt or <input type="checkbox"/> nonexempt. | | |
| 81 a Enter direct or indirect political expenditures. See line 81 instructions 81a 0. | | |
| b Did the organization file Form 1120-POL for this year? | | X |
| 82 a Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value? | | X |
| b If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions in Part III.) 82b N/A | | |
| 83 a Did the organization comply with the public inspection requirements for returns and exemption applications? | X | |
| b Did the organization comply with the disclosure requirements relating to quid pro quo contributions? N/A | | |
| 84 a Did the organization solicit any contributions or gifts that were not tax deductible? | | X |
| b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? N/A | | |
| 85 501(c)(4), (5), or (6) organizations. a Were substantially all dues nondeductible by members? | X | |
| b Did the organization make only in-house lobbying expenditures of \$2,000 or less? If "Yes" was answered to either 85a or 85b, do not complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year. | | X |
| c Dues, assessments, and similar amounts from members 85c N/A | | |
| d Section 162(e) lobbying and political expenditures 85d N/A | | |
| e Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices 85e N/A | | |
| f Taxable amount of lobbying and political expenditures (line 85d less 85e) 85f N/A | | |
| g Does the organization elect to pay the section 6033(e) tax on the amount on line 85f? N/A | | |
| h If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year? N/A | | |
| 86 501(c)(7) organizations. Enter: a Initiation fees and capital contributions included on line 12 86a N/A | | |
| b Gross receipts, included on line 12, for public use of club facilities 86b N/A | | |
| 87 501(c)(12) organizations. Enter: a Gross income from members or shareholders 87a N/A | | |
| b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 87b N/A | | |
| 88 At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Part IX | | X |
| 89 a 501(c)(3) organizations. Enter: Amount of tax imposed on the organization during the year under: section 4911 N/A; section 4912 N/A; section 4955 N/A | | |
| b 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction N/A | | |
| c Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 N/A | | |
| d Enter: Amount of tax on line 89c, above, reimbursed by the organization N/A | | |
| 90 a List the states with which a copy of this return is filed NONE | | |
| b Number of employees employed in the pay period that includes March 12, 2004 90b 0 | | |
| 91 The books are in care of LARRY MITCHELL Telephone no. 2028350330 | | |
| Located at PO BOX 18157, WASHINGTON, DC ZIP + 4 20036 | | |
| 92 Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of Form 1041- Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year 92 N/A | | |

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Form 990 (2004)

AMERICAN CORN GROWERS ASSOCIATION

52-1513597

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Part VII Analysis of Income-Producing Activities (See page 33 of the instructions.)

Note: Enter gross amounts unless otherwise indicated.

| | Unrelated business income | | Excluded by section 512, 513, or 514 | | (E) Related or exempt function income |
|---|---------------------------|---------------|--------------------------------------|---------------|---|
| | (A) Business code | (B) Amount | (C) Exclu- sion code | (D) Amount | |
| 93 Program service revenue: | | | | | |
| a | | | | | |
| b | | | | | |
| c | | | | | |
| d | | | | | |
| e | | | | | |
| f Medicare/Medicaid payments | | | | | |
| g Fees and contracts from government agencies | | | | | 22362. |
| 94 Membership dues and assessments | | | | | |
| 95 Interest on savings and temporary cash investments | | | | | |
| 96 Dividends and interest from securities | | | | | |
| 97 Net rental income or (loss) from real estate: | | | | | |
| a debt-financed property | | | | | |
| b not debt-financed property | | | | | |
| 98 Net rental income or (loss) from personal property | | | | | |
| 99 Other investment income | | | | | |
| 100 Gain or (loss) from sales of assets other than inventory | | | | | |
| 101 Net income or (loss) from special events | | | | | |
| 102 Gross profit or (loss) from sales of inventory | | | | | |
| 103 Other revenue: | | | | | 4507. |
| a CONVENTION INCOME | | | | | |
| b | | | | | |
| c | | | | | |
| d | | | | | |
| e | | | | | |
| 104 Subtotal (add columns (B), (D), and (E)) | | 0. | | 0. | 26869. |
| 105 Total (add line 104, columns (B), (D), and (E)) | | | | | 26869. |

Note: Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See page 34 of the instructions.)

| Line No. | Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes). |
|----------|---|
| ▼ | See Statement 3 |
| | |
| | |
| | |

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities (See page 34 of the instructions.)

| (A) Name, address, and EIN of corporation, partnership, or disregarded entity | (B) Percentage of ownership interest | (C) Nature of activities | (D) Total income | (E) End-of-year assets |
|---|--|-----------------------------|---------------------|------------------------------|
| N/A | % | | | |
| | % | | | |
| | % | | | |
| | % | | | |

Part X Information Regarding Transfers Associated with Personal Benefit Contracts (See page 34 of the instructions.)

- (a) Did the organization, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes ☒ No
- (b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

Note: If "Yes" to (b), file Form 8870 and Form 4720 (see instructions).

I am preparing this return, and the accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and I am not aware of any information of which the preparer has any knowledge.

Signature: KEITH DITTRICH, CHAIRMAN Date: 2/20/07

Type or print name and title.

Date: 2/20/07 Check if self: ☐ Preparer's SSN or PTIN: 2E0

2004 DEPRECIATION AND AMORTIZATION REPORT

Form 990 Page 2

066

[illegible]

428102
10-08-04

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction

9

AMERICAN CORN GROWERS ASSOCIATION

52-1513597

| Form 990 | Other Expenses | | | Statement | 1 |
|------------------------|----------------|----------------------------|----------------------------------|--------------------|---|
| Description | (A) Total | (B) Program Services | (C) Management and General | (D) Fundraising | |
| EDUCATION | 31180. | 31180. | 0. | 0. | |
| COMMUNICATIONS | 19761. | 19761. | 0. | 0. | |
| RESEARCH | 66881. | 66881. | 0. | 0. | |
| MARKET DEVELOPMENT | 20227. | 20227. | 0. | 0. | |
| BOARD MEETING | 5319. | 5319. | 0. | 0. | |
| BENEFIT | 6000. | 0. | 6000. | 0. | |
| Total to Fm 990, ln 43 | 149368. | 143368. | 6000. | | |

| | | | |
|----------|---|-----------|---|
| Form 990 | Part V - List of Officers, Directors, Trustees and Key Employees | Statement | 2 |
|----------|---|-----------|---|

| Name and Address | Title and Avrg Hrs/Wk | Compen- sation | Employee Ben Plan Expense Contrib Account | |
|--|--------------------------|-------------------|---|----|
| KEITH DITTRICH 53495 840 RD TILDEN, NE 68781 | CHAIRMAN 20 | 0. | 0. | 0. |
| LARRY MITCHELL PO BOX 18157 WASHINGTON, DC 20036 | CEO 40 | 62000. | 0. | 0. |
| MIKE ALBERTS 2004 E 24TH RD MARQUETTE, NE 68854 | 1ST VICE PRES 10 | 0. | 0. | 0. |
| KEITH BOLIN 222 94 925 EAST STREET SHEFFIELD, IL 61361 | PRESIDENT 10 | 0. | 0. | 0. |
| DAVID DECHANT 8029 CR 39 FT LUPTON, CO 80621 | SECRETARY 10 | 0. | 0. | 0. |
| CHARLES MATTIS 12352 E 2100 N RD DANVILLE, IL 61832 | TREASURER 5 | 0. | 0. | 0. |

| AMERICAN CORN GROWERS ASSOCIATION | | 52-1513597 | | |
|--|-------------------------|------------|----|----|
| CARL KING 210 WEST BEDFORD DIMMITT, TX 79027 | CHAIRMAN EMERITUS 10 | 0. | 0. | 0. |
| ROBERT KOSKAN RT 2 BOX 117 WOOD, SD 57585 | DIRECTOR 5 | 0. | 0. | 0. |
| EUGENE PAUL 45148 STATE HWY 109 DELAVAN, MN 50623 | DIRECTOR 5 | 0. | 0. | 0. |
| LYNDEN PETER 4009 DAVIS PLACE NW #3 WASHINGTON, DC 20007 | DIRECTOR 5 | 0. | 0. | 0. |
| JOHN ADERMANN RR 3 BOX 55 RAMSEY, IL 62080 | DIRECTOR 5 | 0. | 0. | 0. |
| HAROLD BOB BENNETT BOX 401 HART, TX 79043 | DIRECTOR 5 | 0. | 0. | 0. |
| JOE BREWER RT 1 BOX 198 RAMSEY, IL 62080 | DIRECTOR 5 | 0. | 0. | 0. |
| ROGER RICHARDSON 1947 OLD FURNACE ROAD EDEN, MD 21822 | DIRECTOR 5 | 0. | 0. | 0. |
| TOM CURL 4048 KILMARTIN DR TALLAHASSEE, FL 32308 | DIRECTOR 5 | 0. | 0. | 0. |
| SAM DARWIN 191 DARWIN ROAD HUNTSVILLE, AL 35881 | DIRECTOR 5 | 0. | 0. | 0. |
| LOUIS SMITH 1538 CO RD 100 FREMONT, OH 43420 | DIRECTOR 5 | 0. | 0. | 0. |
| LARS HERSETH BOX 106 HOUGHTON, SD 57449 | 2ND VICE PRESIDENT 5 | 0. | 0. | 0. |
| CORKY JONES RT 1 BOX 17 BROWNVILLE, NE 68321 | DIRECTOR 5 | 0. | 0. | 0. |

AMERICAN CORN GROWERS ASSOCIATION52-1513597

| | | | | |
|--|---------------------|----------------|-----------|-----------|
| MARK KUHN 2667 240TH STREET CHARLES CITY, IA 50616 | DIRECTOR 5 | 0. | 0. | 0. |
| MARK LOUNSBERY 48187 S DAKOTA HWY 20 REVILLO, SD 57259 | DIRECTOR 5 | 0. | 0. | 0. |
| GALE LUSH 12374 STATE HWY 4 WILCOX, NE 68982 | DIRECTOR 5 | 0. | 0. | 0. |
| DAN MCGUIRE 4540 OAKRIDGE CIRCLE LINCOLN, NE 68516 | DIRECTOR 5 | 0. | 0. | 0. |
| DENNIS MITCHELL 39831 117TH ST HOUGHTON, SD 57449 | DIRECTOR 5 | 0. | 0. | 0. |
| CHARLES PYATT 2637 FLOYD LINE STREET GREENE, IA 50636 | DIRECTOR 5 | 0. | 0. | 0. |
| VIRGINIA SOLHIEM 25289 483RD AVE GARRETSON, SD 57030 | DIRECTOR 5 | 0. | 0. | 0. |
| DON CLIFTON 306 WARNER ROAD MILFORD, DE 19963 | DIRECTOR 5 | 0. | 0. | 0. |
| VIC TOMKA 14824 210 STREET CARROLL, IA 51401 | DIRECTOR 5 | 0. | 0. | 0. |
| STEVE WATERS 29964 286TH AVENUE CARTER, SD 57580 | DIRECTOR 5 | 0. | 0. | 0. |
| DAVID SENTER PO BOX 18157 WASHINGTON, DC 20036 | DIRECTOR 5 | 0. | 0. | 0. |
| JOHN DITTRICH RR 2 BOX 156 MEADOW GROVE, NE 68752 | POLICY ANALYST 5 | 0. | 0. | 0. |
| LISA MILES PO BOX 18157 WASHINGTON, DC 20036 | DIRECTOR 40 | 38000. | 0. | 0. |
| Totals Included on Form 990, Part V | | <u>100000.</u> | <u>0.</u> | <u>0.</u> |

AMERICAN CORN GROWERS ASSOCIATION

52-1513597

Form 990 Part VIII - Relationship of Activities to Statement 3
Accomplishment of Exempt Purposes

| Line | Explanation of Relationship of Activities |
|------|--|
| 94 | DUES PROVIDE MEANS FOR TRACKING AND MAINTAINING MEMBERSHIP |
| | INTEREST INCOME IS INCIDENTAL TO PROPER CASH MANAGEMENT OF THE |
| 95 | ASSOCIATION'S FUNDS |
| | CONVENTION PROVIDED MEANS FOR MEMBERS TO BE EDUCATED AND COMMUNICATE |
| 103A | WITH FELLOW MEMBERS |

Form **8868**
(Rev. December 2004)
Department of the Treasury
Internal Revenue Service

Application for Extension of Time To File an Exempt Organization Return

OMB No. 1545-1709

▶ File a separate application for each return.

- If you are filing for an **Automatic 3-Month Extension**, complete only Part I and check this box ☒ **X**
 - If you are filing for an **Additional (not automatic) 3-Month Extension**, complete only Part II (on page 2 of this form).
- Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868.

Part I Automatic 3-Month Extension of Time - Only submit original (no copies needed)

Form 990-T corporations requesting an automatic 6-month extension - check this box and complete Part I only ☐

All other corporations (including Form 990-C filers) must use Form 7004 to request an extension of time to file income tax returns. Partnerships, REMICs, and trusts must use Form 8736 to request an extension of time to file Form 1065, 1066, or 1041.

Electronic Filing (e-file). Form 8868 can be filed electronically if you want a 3-month automatic extension of time to file one of the returns noted below (6 months for corporate Form 990-T filers). However, you cannot file it electronically if you want the additional (not automatic) 3-month extension, instead you must submit the fully completed signed page 2 (Part II) of Form 8868. For more details on the electronic filing of this form, visit www.irs.gov/efile.

| | | |
|--|--|--------------------------------|
| Type or print | Name of Exempt Organization | Employer identification number |
| | AMERICAN CORN GROWERS ASSOCIATION | 52-1513597 |
| File by the due date for filing your return. See instructions. | Number, street, and room or suite no. If a P.O. box, see instructions. | |
| | P.O. BOX 18157 | |
| | City, town or post office, state, and ZIP code. For a foreign address, see instructions. | |
| | WASHINGTON, DC 20036 | |

Check type of return to be filed (file a separate application for each return):

- | | | |
|--|---|------------------------------------|
| <input checked="" type="checkbox"/> Form 990 | <input type="checkbox"/> Form 990-T (corporation) | <input type="checkbox"/> Form 4720 |
| <input type="checkbox"/> Form 990-BL | <input type="checkbox"/> Form 990-T (sec. 401(a) or 408(a) trust) | <input type="checkbox"/> Form 5227 |
| <input type="checkbox"/> Form 990-EZ | <input type="checkbox"/> Form 990-T (trust other than above) | <input type="checkbox"/> Form 6069 |
| <input type="checkbox"/> Form 990-PF | <input type="checkbox"/> Form 1041-A | <input type="checkbox"/> Form 8870 |

- The books are in the care of ▶ LARRY MITCHELL
Telephone No. ▶ 2028350330 FAX No. ▶ _____
- If the organization does not have an office or place of business in the United States, check this box ☐
- If this is for a **Group Return**, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ☐. If it is for part of the group, check this box ☐ and attach a list with the names and EINs of all members the extension will cover.

- I request an automatic 3-month (6-months for a Form 990-T corporation) extension of time until August 15, 2005 to file the exempt organization return for the organization named above. The extension is for the organization's return for:
 - ▶ ☒ calendar year 2004 or
 - ▶ ☐ tax year beginning _____, and ending _____
- If this tax year is for less than 12 months, check reason: ☐ Initial return ☐ Final return ☐ Change in accounting period
- a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions _____ \$ _____
- b If this application is for Form 990-PF or 990-T, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit _____ \$ _____
- c **Balance Due.** Subtract line 3b from line 3a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions _____ \$ N/A

Caution. If you are going to make an electronic fund withdrawal with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form 8868 (Rev. 12-2004)